

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

COPY



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

Regular Meeting--Wednesday, June 28, 1989

at 10:00 A. M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance At Meeting.

Present -- The Honorable Richard M. Daley, Mayor, and Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone.

Absent -- Aldermen Garcia, Schulter.

Call To Order.

On Wednesday, June 28, 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, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Jones, Krystyniak, E. Smith, Davis, Figueroa, Gabinski, Mell, Banks, Cullerton, O'Connor, Eisendrath, Hansen, M. Smith, Orr, Stone -- 30.

Quorum present.

Invocation.

Father John Frawley, Saint John the Baptist Parish, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

***Rules Suspended* -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
ISSUANCE OF MULTI-UNIT REHABILITATION ASSISTANCE
LOAN TO DICKENS APARTMENTS II.**

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 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 amending an ordinance passed on July 27, 1988 which authorized a loan in the amount of \$297,500.00 for the rehabilitation of a multi-family housing project known as "Dickens Apartments II".

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, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance dated July 27, 1988 (a copy of which is attached hereto as Exhibit "A"), authorized a loan in the amount of \$297,500.00 to be made for the rehabilitation of a multi-family housing project commonly known as "Dickens Apartments II"; and

WHEREAS, Such ordinance referred to Program XIV of the Community Development Block Grant Multi-Unit Rehabilitation Assistance Program; and

WHEREAS, Program Year XV is now the operative year for such program; now, therefore,

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

SECTION 1. The ordinance dated July 27, 1988 is hereby amended with reference to "Dickens Apartments II" to delete reference to "Program Year XIV" and to substitute "Program Year XV".

SECTION 2. All other provisions of the ordinance remain the same and are hereby ratified and reaffirmed.

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

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

Exhibit "A"

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 of Chicago 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 nine (9) low interest rehabilitation loans in the aggregate amount of \$6,748,302 said loans 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 \$7,813,527 in private investment for the rehabilitation of 572 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 U. S. 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 is hereby authorized to issue final loan commitments to the proposed owner/borrowers itemized in Exhibit "A" for the respective loan amounts listed therein.

SECTION 2. The aforesaid 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 ordinance passed July 27, 1988) reads as follows:

Exhibit "A".

Owner/Borrower Address/No. Of Units	Private Financing	MULTI/Program Rental Rehab.
Avi Farkas 3108 W. Walton 12 DU's	\$188,000	\$276,000
John Roberts 4752 S. Ellis 8 DU's	\$177,156	\$90,000
Central West Development 1530 N. Kedzie 50 DU's	\$1,433,782	\$1,410,000
The Neighborhood Institute 7000-04 S. Merrill 16 DU's	\$257,240	\$372,000
Walter N. Thomas 6949 S. Paxton 31 DU's	\$355,000	\$541,868
McDermott Foundation 932 W. Washington 73 DU's	\$2,000,000	\$1,500,000
Urban Development Corp. 5011 S. Forrestville 5036 S. Evans 726 E. 51st St. 57 DU's	\$1,529,528	\$1,760,934

Owner/Borrower Address/No. Of Units	Private Financing	MULTI/Program Rental Rehab.
Y.M.C.A. of Metropolitan Chicago 501 N. Central 290 DU's	\$500,000	\$500,000
Dickens Associates 3625 -- 3629 W. Dickens 34 DU's	\$1,380,821	\$297,500
Total City Funds	\$6,748,302	
Total Private Funds	\$7,813,527	
Total Development Costs	\$14,561,829	
Total DU's	572	

Referred -- APPOINTMENT OF MS. GRACE C. BARRY AS
MEMBER OF CHICAGO CABLE COMMISSION.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1989.

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

LADIES AND GENTLEMEN -- I hereby appoint Grace C. Barry as a member of the Cable Commission for a term ending March 12, 1994.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. DANIEL W. WEIL AS
COMMISSIONER OF INSPECTIONAL SERVICES.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43); *Referred to the Committee on Buildings*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1989.

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

LADIES AND GENTLEMEN -- I hereby appoint Daniel W. Weil as the Commissioner of Inspectional Services.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 8.3 BY
EXPANDING JURISDICTION OF COMMISSIONER OF SEWERS.

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

was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on the Budget and Government Operations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Sewers, I transmit herewith an ordinance amending Chapter 8.3 of the Municipal Code of Chicago to specify that the Commissioner of Sewers shall have control over the planning, design, construction or improvement of sewer and sewer works projects, including projects undertaken pursuant to contracts with the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 28,
SECTION 28-28.1 BY ADDING VILLAGE OF ALSIP
TO METERED TAXICAB AIRPORT
SERVICE 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 Local Transportation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Consumer Services, I transmit herewith an ordinance amending Chapter 28, Section 28-28.1 of the Municipal Code of Chicago by adding Alsip to the list of communities served from O'Hare International and Midway Airports by taxicabs at metered fare rates.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF CITY/STATE PROJECT AGREEMENT
FOR IMPROVEMENT OF STONY ISLAND AVENUE
BETWEEN 103RD AND 122ND STREETS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing execution of a City/State Project Agreement for the improvement of Stony Island Avenue between 103rd Street and 122nd Street.

Your favorable consideration of this matter will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF CITY/STATE PROJECT AGREEMENT
FOR IMPROVEMENT OF WILSON AVENUE BRIDGE OVER
NORTH BRANCH OF CHICAGO RIVER.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing execution of a City/State Project Agreement for preliminary engineering of the improvement of the Wilson Avenue Bridge over the north branch of the Chicago River.

Your favorable consideration of this matter will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF AMENDMENT TO CITY/STATE PROJECT
AGREEMENT FOR IMPROVEMENT OF CENTRAL
PARK AVENUE BRIDGE OVER NORTH
BRANCH OF CHICAGO RIVER.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing execution of an amendment to the City/State Project Agreement for preliminary engineering of the improvement of the Central Park Avenue Bridge over the north branch of the Chicago River.

Your favorable consideration of this matter will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF LICENSE AGREEMENT WITH
UNITED STATES ARMY CORPS OF ENGINEERS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 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 a license agreement between the City of Chicago and the United States Army Corps of Engineers.

The license agreement will allow the City to moor barges on the breakwater in Monroe Harbor for a fireworks display in August 12, 1989, in celebration of Venetian Day.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF ILLINOIS REVOLVING LOAN WITH
BEVERLY ACE HARDWARE FOR PROJECT AT
11501 SOUTH WESTERN AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 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 Economic Development, I transmit herewith an ordinance authorizing the execution of an Illinois Revolving Loan to David Altshul, doing business as Beverly Ace Hardware to be used to purchase inventory for a project to be located at 11501 South Western Avenue.

Your favorable consideration of this matter will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF REHABILITATION LOAN WITH BETHEL
NEW LIFE FOR IMPROVEMENT OF PROPERTY AT
146 -- 156 SOUTH HAMLIN AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 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 authorizing approval of a rehabilitation loan to Bethel New Life in the amount of \$630,724.00 to be used to rehabilitate the property located at 146 -- 156 South Hamlin.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred-- EXECUTION OF REHABILITATION LOAN WITH BETHEL
NEW LIFE FOR IMPROVEMENT OF PROPERTY AT
410 SOUTH HAMLIN AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 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 authorizing approval of a rehabilitation loan to Bethel New Life in the amount of \$406,869.00 to be used to rehabilitate the property located at 410 South Hamlin.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF REHABILITATION LOAN WITH BETHEL
NEW LIFE FOR IMPROVEMENT OF PROPERTY AT 4200
WEST WASHINGTON BOULEVARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 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 authorizing approval of a rehabilitation loan to Bethel New Life in the amount of \$748,951.00 to be used to rehabilitate the property located at 4200 West Washington Boulevard.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF REHABILITATION LOAN WITH BETHEL
NEW LIFE FOR IMPROVEMENT OF PROPERTY AT
4400 WEST WASHINGTON BOULEVARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 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 authorizing approval of a rehabilitation loan to Bethel New Life in the amount of \$836,327.00 to be used to rehabilitate the property located at 4400 West Washington Boulevard.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

*Referred -- EXECUTION OF LOAN AGREEMENT WITH THE
CHILDREN'S STORE, INCORPORATED FOR WORKING
CAPITAL AND PURCHASE OF INVENTORY.*

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 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 Economic Development, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute a loan agreement with The Children's Store, Incorporated, pursuant to which the City will loan \$16,000 for the purpose of purchasing inventory and for working capital.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF LOAN AGREEMENT WITH
CHOCVAN, INCORPORATED FOR WORKING
CAPITAL AND PURCHASE OF
EQUIPMENT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 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 Economic Development, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute a loan agreement with Chocvan, Incorporated, pursuant to which the City will loan \$19,600 for purchasing machinery and equipment and for working capital.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SUBMISSION OF GRANT APPLICATION TO FEDERAL
AVIATION ADMINISTRATION FOR FUNDING OF CAPITAL
PROJECTS AT CHICAGO MIDWAY AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Interim Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the application and execution of a grant application with the Federal Aviation Administration, and the commitment of local funds to capital projects at Chicago Midway Airport.

Your favorable consideration of this matter will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

*Referred -- EXECUTION OF TERMINAL FACILITIES AGREEMENT
WITH CONTINENTAL AIRLINES FOR PREMISES AT
CHICAGO MIDWAY AIRPORT.*

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Interim Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the Department of Aviation to enter into a Terminal Facilities Agreement between the City of Chicago and Continental Airlines.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

*Referred -- EXECUTION OF TERMINAL FACILITIES AGREEMENT
WITH TRANS WORLD AIRLINES FOR PREMISES AT
CHICAGO MIDWAY AIRPORT.*

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Interim Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the Department of Aviation to enter into a Terminal Facilities Agreement between the City of Chicago and Trans World Airlines.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF SUBLEASE AGREEMENT BETWEEN
CARSON INTERNATIONAL, INCORPORATED AND
GOURMET MUFFINS, INCORPORATED FOR
PREMISES AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Acting Commissioner of the Department of Aviation, I transmit herewith an ordinance approving a sublease agreement between Carson International, Incorporated and Gourmet Muffins, Incorporated at Chicago O'Hare International Airport. Such a sublease is allowed under the existing lease between the City and Carson, upon prior written consent of the Commissioner of Aviation.

The sublease will grant subleasee the non-exclusive right to sell fresh baked gourmet muffins in certain premises at the airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SUPPLEMENTAL APPROPRIATION TO ALLOW
PURCHASE OF VEHICLES FOR POLICE AND
FIRE DEPARTMENTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance authorizing a supplemental appropriation to allow the purchase of vehicles for the Department of Police and the Fire Department.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

***Placed On File* -- NOTIFICATION BY COMMONWEALTH EDISON
OF APPLICATION FOR CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY.**

A communication from M. V. Rietveld, Real Estate Supervisor of Land Sales and Acquisition, Commonwealth Edison, addressed to the City Clerk under date of June 16, 1989, providing notification that an application and map for a certificate of public convenience and necessity required for the construction, operation and maintenance of a new electrical transmission line were filed with the Illinois Commerce Commission, which was *Placed on File*.

***Placed On File* -- REPORT OF CHICAGO SCHOOL
FINANCE AUTHORITY.**

The Tenth Report of the Chicago School Finance Authority, submitted by Mr. Jerome W. Van Gorkom, Chairman, which was *Placed on File*.

Placed On File -- REPORT OF VOUCHER PAYMENTS FOR
PERSONAL SERVICES FOR MONTH OF MAY, 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 page 2324 of this Journal.]

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 June 14, 1989, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on June 28, 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 June 14, 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.

**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:

(Continued on page 2325)

PERSONAL SERVICES PAID BY VOUCHERS MAY, 1989

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	MAY, 1989
Davis, Lillie	12124 S. Laflin	Aviation	Adm. Asst. III	740	1,837.00	1,837.00
Evison, Betty	9739 So. Charles	"	Adm. Asst. II	"	1,750.00	1,750.00
Smith, Ronald	6721 S. Eberhart	"	Corr. of Spec. Proj.	"	2,586.00	2,586.00
Smith, Steven	4550 N. Claremont	"	Dir. Con Compliance	"	2,994.00	2,994.00
Villanova, Marshall	7036 S. Fairfield	"	Adm. Asst. II	"	2,025.00	2,025.00
Apicelle, Benjamin	6750 N. Octavia	Fire	Fireman	100	288.09	288.09
Borchek, Peter	6026 W. Roscoe	"	"	"	11,011.26	11,011.26
Brigando, James	3016 W. 59th	"	"	"	302.64	302.64
Burns, Jeremy	6031 S. Kilpatrick	"	"	"	297.15	297.15
Cooney, Bernard	4034 S. Rockwell	"	"	"	30,865.03	30,865.03
Cordero, Joseph	10814 S. Ave F	"	"	"	10,822.41	10,822.41
Dean, Roy	3032 N. Spaulding	"	"	"	8,057.88	8,057.88
Evans, Richard	2817 W. Cullerton	"	"	"	101.46	101.46
Frain, William	3523 W. 75th Pl	"	"	"	299.58	299.58
Gleeson, James	6435 S. Sayre	"	"	"	215.04	215.04
Howard, John J.	6019 W. 64th Pl	"	"	"	345.27	345.27
Kelly, John	2206 N. Kenmore	"	"	"	418.90	418.90
King, Thomas	3540 W. 62nd St.	"	"	"	9,931.41	9,931.41
Meyrer, Craig	10643 S. Trumbull	"	"	"	379.29	379.29
Muhammad, Qac-Dah	7337 S. South Shore	"	"	"	2,945.00	2,945.00
Reed, Jay A.	7405 N. Odell	"	"	"	7,271.37	7,271.37
Smith, Steven	2358 E. 70th St.	"	"	"	297.92	297.92
Moe, Kari	1221 W. Farwell	General Services	Commissioner	"	1,245.76	1,245.76
Sorrentini, Gini	2820 W. Logan Blvd.	Graphics & Prod.	Director	144	869.96	869.96
Kimberly, Frederick	3924 W. 83rd Pl	Mayor's Ofc.	Computer Spec.	100	25,000.00	2,083.32
Jordan, Aurline	4850 S. Lake Park	"	Receptionist	"	19,674.00	1,639.50
Levin, Terry	7517 N. Bell	"	Asst. Press Sec.	"	25.00	525.00
Venegas, Teresa	3449 W. 74th	"	"	"	16.00	2,152.00
Werth, Joel	5528 S. Kimbark	"	"	"	24.00	6,097.21
Jones, Edward	6619 S. Marquette	Police	Policeman	"	32,317.37	32,317.37
Taylor, Lorraine	11953 S. Lafayette	Sts & San	Asphalt Helper	300	15.30	765.00

(Continued from page 2323)

ACME Ice Company, Incorporated -- to classify as a C3-2 Commercial Manufacturing District instead of a C1-1 Restricted Commercial Manufacturing District the area shown on Map No. 14-J bounded by

public alley next north of and parallel to West 59th Street; South Central Park Avenue; West 59th Street; and a line 416.06 feet west of and parallel to South Central Park Avenue.

American National Bank and Trust of Chicago, under Trust Number 100187-03 -- to classify as a C3-5 Commercial Manufacturing District instead of an M1-3 Restricted Manufacturing District the area shown on Map No. 2-G bounded by

a line 272.62 feet north of and parallel to West Van Buren Street; South Green Street; West Van Buren Street; and the alley next west of and parallel to South Green Street.

Mitchell Celarek, c/o John J. Pikarski, Jr. -- to classify as a C3-2 Commercial Manufacturing District instead of a C1-1 Restricted Commercial District the area shown on Map No. 3-K bounded by

a line 337.84 feet south of and parallel to West Iowa Street; North Pulaski Road; a line 462.84 feet south of and parallel to West Iowa Street; and public alley next west of and parallel to North Pulaski Road.

First Baptist Church -- to classify as a Residential-Business Planned Development instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 4-K bounded by

West 18th Street; South Karlov Avenue; a line per zoning map 248.26 feet per submitted plat copy south of West 18th Street; and South Keeler Avenue.

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

a line 239.0 feet north of and parallel to West Wabansia Avenue; North Ashland Avenue; the public alley next north of and parallel to West Wabansia Avenue; and the public alley next west of and parallel to North Ashland Avenue.

Jaymont (U.S.A.) Incorporated -- to classify as a Business Planned Development instead of a B6-7 Restricted Central Business District the area shown on Map No. 1-F bounded by

West Wacker Drive; North Clark Street; West Haddock Place; and a line 161.28 feet west of and parallel with North Clark Street.

Matt-Rich Partnership -- to classify as a B7-6 General Central Business District instead of an R7 General Residence District the area shown on Map No. 3-F bounded by

West Maple Street; the public alley next east of and parallel to North Dearborn Street; a line 103.86 feet south of and parallel to West Maple Street; and North Dearborn Street.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Ahmed Syed, Allstate Insurance Company (6) Dennis Brown, Christopher Clay, Lillian K. Heffernan, Evelyn Jackson, Calvin Reed and Elsie Wilson, Altman Diane, American Ambassador Casualty Company and Alveron Taylor, American Family Insurance and James P. Ausdenmoore, American Manufacturers Mutual and George D. Mudie, Anderson Dorothy J., Anderson John P., Atlantic Mutual Insurance Company and Michael Stanton;

Babicz Mariola, Baskin Missouri M., Bielik Jan, Bisbis Harry P., Black Estella, Bokina Alex, Bradford Willie, Bridgeport Foods Incorporated, Brinker Consuelo, Budelman James K., Butt Tario H.;

Cage Ophelia, Cain Belinda J., Chilton Karen, Cigna Property and Casualty Companies and GLI Holding Company, Cobb Barbara, Cobble Raymond, Collins Sammie L., Colonial Penn Insurance Company and Michael Bacza;

Davidoff Jennifer F., Davidson Marcia K., Dreier Kenneth B., Durr Teresa;

Elizondo Enrique, Ellars Harvey M.;

Flatley Robert L., Friedland Claire, Fung Christina and Chi Ming Henry;

Gascon Eileen V., General Accident Insurance and Charles Purpura, Glazier Kurt E., Glielmi Marilyn, Goodman Ric, Guardiola Augustine;

Arthur Harris and Company, Harris Luchin, Hindin Henry A., Holbrook Rebecca E.;

Illinois Farmers Insurance and Wayne Obidowicz;

Janiga John J., Jodin Enterprises Incorporated, Jones Excell M.;

Kacynski William R., Kawsuwong Wanchai, Kennedy David R., Koll Nikki, Kulefsky Edythe;

Latofsky Darren M., Law Ren Tavern Limited, Lee Arthur E., Lopez Luis, Loturco John P.;

Maack Sophie, Madrigal Ines, Maltbia Marco, Maxwell Eula, Medellin Gaston, Murphy John M.;

Palmer Leonard, Papa Michael J., Parker Ryan O., Peoples Gas Light and Coke Company (20), Pettit Alex Z.;

Rasmus Sean, Reed Jr. Norris, Reiner Martin, Reiner Paul, Rice William H., Richter Tiffany L., Robinson Timothy;

Santilli John, Schmidtke Kenneth A., Scott William A., Smith David D., Spahn Patricia C., Spierowski Jr. George and Micalette, State Farm Insurance Company (6) Amado Alvarez, Robert Blodorn, Christopher K. Boyd, Gail Kaufman, Paramount Electric and Maureen Sudar, Sugerma Lewis M., Sutherland Charles, Symons Mark L., Szkrlat Paul J.;

Talenti Robert A., Thayer Margaret S., Thomas Carol A., Thomas Jeffery R., Thompson Leon, Tobias Jeffery, Toth Connie M., Trujillo Elise C., Tryon Richard R.;

Vranicar Matthew G.;

Walker Charlotte D., Williams Pearline, Wisla Peter M., Wolf Jennifer G.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**PROPERTY LOCATED AT 2300 NORTH ELSTON 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, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution authorizing the approval of a Class 6(b) Tax Incentive Classification pursuant to the Cook County Real Property Classification Ordinance for the property located at 2300 North Elston Avenue, having had the same under advisement, begs leave to recommend that Your Honorable Body *Approve* 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

Alderman Caldwell 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, Superior Coffee and Foods is the owner of the property commonly known as 2300 North Elston, Chicago, Illinois (hereinafter referred to as the "subject property") and plans to demolish the existing building and construct a 12,000 square foot warehouse 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, Superior Coffee and Foods has received from the Office of the Cook County Assessor acknowledgement of receipt of a "Pre-Eligibility Applicator" 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 rehabilitation work is planned, and sums have been expended to this purpose; and

WHEREAS, This new construction in, 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 to the City 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 14-31-204-033-0000; 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.

PROPERTY LOCATED AT 1301 WEST 35TH STREET APPROVED
FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT
TO COOK COUNTY REAL PROPERTY
CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution authorizing the approval of a Class 6(b) Tax Incentive Classification pursuant to the Cook County Real Property Classification Ordinance for the property located at 1301 West 35th Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

Alderman Caldwell 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, By virtue of this amendment, a new class known as 6(b) was added to said ordinance for incentive abatement purposes; and

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

WHEREAS, Substantial rehabilitation and a new addition for the real estate located at 1301 West 35th Street, Chicago, Illinois is located in Illinois Chicago Enterprise Zone II; and

WHEREAS, The building located at the 1301 West 35th Street site has been used for the manufacturing of envelopes and with the proposed substantial rehabilitation and new addition to the existing building will qualify; and

WHEREAS, The Permanent Index Number for the subject property is: 17-32-300-095-0000; and

WHEREAS, The City Council of the City of Chicago is desirous of assisting industrial development throughout the City of Chicago; now, therefore,

Be It Resolved, That the real estate located at 1301 West 35th Street is hereby approved for incentive abatement under Class 6(b) of the Cook County Real Property Assessment Classification Ordinance that had become effective October 1, 1984; and

Be It Further Resolved, That this resolution be effective immediately after passage.

AMENDMENT OF MUNICIPAL CODE CHAPTER 178,
SECTION 178.1-2(a) BY INCREASING
CIGARETTE SALES TAX.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amendment of Chapter 178.1, Section 178.1-2(a) of the Municipal Code of the City of Chicago by increasing the amount of the City of Chicago cigarette tax, 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

Alderman Caldwell 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 pursuant to the Illinois Constitution, 1970, Article VII, Section 6(a); and

WHEREAS, Pursuant to its home rule power, the City of Chicago may exercise any power and perform any function relating to its government and affairs including protecting the public health, welfare and morals; now, therefore,

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

SECTION 1. Chapter 178.1, Section 178.1-2(a) of the Municipal Code of the City of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

178.1-2(a). A tax at the rate of [0.75 cents (7.5 mills)] *0.80 cents (8 mills)* per cigarette is hereby imposed upon all cigarettes possessed for sale and upon the use of all cigarettes within the City of Chicago, the ultimate incidence of and liability for payment of said tax to be borne by the consumer of said cigarettes. The tax herein levied shall be in addition to any and all other taxes.

SECTION 2. This ordinance shall take effect ten days after its passage and publication.

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

The Committee on Finance submitted the following report:

CHICAGO, June 28, 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 case of *John Dumpleton v.*

City of Chicago, 79 L 24981, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

Alderman Caldwell 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: *John Dumpleton v. City of Chicago*, 79 L 24981.

EXECUTION OF WATER SUPPLY CONTRACT WITH
BROOKFIELD-NORTH RIVERSIDE
WATER COMMISSION.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 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 water supply contract between the City of Chicago and the Brookfield-North Riverside Water Commission, 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is hereby authorized and directed to execute, the City Clerk to attest, the Commissioner of Water to approve and the City Comptroller to accept the file for record, upon the approval of the Corporation Counsel as to form and legality, a Water Supply Contract between the City of Chicago and the Brookfield-North Riverside Water Commission to be substantially in the form as follows:

[Water Supply Contract immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Water Supply Contract attached to this ordinance reads as follows:

*Water Supply Contract Between The City
Of Chicago And The Brookfield-North Riverside
Water Commission.*

This Agreement made and entered into this ____ day of _____ 1989, and executed in sextuplicate originals (each executed copy constituting an original) by and between the City of Chicago, a municipal corporation, organized and existing under and by virtue of the laws of the State of Illinois, hereinafter referred to as the "City", and the Brookfield-North Riverside Water Commission in Cook County, Illinois, located within the Metropolitan Water Reclamation District of Greater Chicago; (hereinafter referred to as the "Commission").

Witnesseth:

Whereas, The City has been furnishing water by agreement to the Commission since 1938; and

Whereas, Said City and the Commission entered into their last ten year agreement on the 26th day of September, 1979, for furnishing from the City's water mains at the City limits, through its connection at West Ogden Avenue and South Kenton Avenue, of a supply of water to be provided to consumers by the Commission; and

Whereas, The City is willing to enter into another water supply contract with the Commission and continue to furnish water from existing connection to City's water mains at the City limits, West Ogden Avenue and South Kenton Avenue; and

Whereas, The yearly amount of water furnished to the Commission is to fluctuate according to a preset schedule with the maximum rate of flow from the City's mains not to exceed twice the annual average daily withdrawal;

Now, Therefore, In consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

A. Service To Be Furnished.

(1) The City agrees to furnish to the Commission and the Commission agrees to purchase and take from the City under and in accordance with the terms hereof, a supply of water through metered connection authorized by the Commissioner of Water of the City (hereinafter referred to as the "Commissioner") from the City's water mains at the City limits, West Ogden Avenue and South Kenton Avenue. The water is to be used by the Commission in supplying water to consumers located within the corporate limits of the

Village of Brookfield and the Village of North Riverside and to three (3) accounts located outside the corporate limits of the Village of Brookfield and the Village of North Riverside.

(2) The Commission is further authorized to resell water to the Village of LaGrange Park and eight (8) accounts outside its corporate limits, and to the Village of Lyons and seven (7) accounts outside its corporate limits.

B. Quantity Of Water To Be Furnished.

(1) For consumers located within the corporate limits of the Village of Brookfield and the Village of North Riverside, for the additional amounts of water for resale to the Village of LaGrange Park, and the Village of Lyons, the quantities of water for the years are as indicated:

Year	Annual Average Daily Quantity In Millions Of Gallons
1989	5.344
1990	5.351
1991	5.344
1992	5.339
1993	5.332
1994	5.327
1995	5.320
1996	5.313
1997	5.308
1998	5.301

The Individual Consumers' quantities of water are included in the allocations made to the Commission. These quantities of water are in accordance with the allocations made under Order LMO 80-4 of the State of Illinois, Department of Transportation. These quantities of water may be adjusted by the Commissioner if there are any future revisions of the allocation order by the State of Illinois, Department of Transportation for all or any of the Individual Consumers served by the Commission.

(2) The water supplied and taken in accordance with this contract shall be withdrawn at a uniform rate during the 24 hours of each day. The maximum hourly rate of withdrawal of water from the City's mains should not exceed twice the annual average daily contract amount.

(3) In order to regulate the flow of water as hereto provided, the Commission shall install a flow control system and a pressure recording system, consisting of a manually operated flow control valve controlled by the City at a water vault on the existing water service connection to City's water main at the City limits at its connection, West Ogden Avenue and South Kenton Avenue. When requested by the Commissioner, the Commission shall provide the necessary equipment to transmit pressures and convert the manually operated control valves to remotely operated flow control valves. All devices necessary for the control and transmission of pressures and rates of flow of water furnished shall be provided and maintained by the Commission. The transmission of pressures and rates of flow readings shall be to a location designated by the City and the flow control valve shall be controlled by the City.

(4) The quantities of water to be furnished are to be supplied to the Villages of Brookfield, North Riverside, LaGrange Park and Lyons for the years as indicated:

Annual Average Daily Quantity In Millions Of Gallons

Year	Village Of Brookfield	Village Of North Riverside	Village Of LaGrange Park	Village Of Lyons
1989	1.987	.975	1.301	1.141
1990	1.927	.975	1.303	1.142
1991	1.922	.979	1.302	1.141
1992	1.916	.981	1.301	1.141
1993	1.910	.982	1.300	1.140
1994	1.904	.984	1.299	1.140
1995	1.898	.984	1.298	1.139
1996	1.892	.986	1.297	1.138
1997	1.886	.988	1.295	1.138
1998	1.880	.989	1.295	1.137

These quantities are in accordance with the allocations made to the separate entities by the Illinois Department of Transportation.

C. Standard Terms And Conditions.

I. General.

(1) This contract shall be in force and effect for a period ending ten years from the date hereof, subject, however, to the request of the Commission to renew said contract for successive like terms, written notice thereof to be submitted to the City for the City's approval six months prior to the expiration of each said ten year term. Amounts of water for average daily use will be the amounts as allocated by the State of Illinois, Department of Transportation.

(2) No officer, official or agent of the City has the power to amend, modify or alter this contract or waive any of its conditions by making any promise or representation not contained herein; provided that the Commissioner may make modifications pursuant to paragraphs B(4) and C(7) herein.

(3) This contract shall not be assigned or transferred by either party.

(4) This agreement will be subject to cancellation in the event a court of competent jurisdiction restricts or limits, directly or indirectly, any of the City's rights to obtain, sell, contract for or distribute Lake Michigan water.

(5) The quantity of water supplied under this contract shall not exceed the amount of Lake Michigan water allocated by the State of Illinois, Department of Transportation to the Commission and the two (2) entities served by the Commission.

(6) The City will not be responsible in damages for any interruption or failure to supply water and shall be saved and held harmless from all damage of any kind, nature and description which may arise as a result of making this agreement and furnishing water hereunder.

(7) In the event of an emergency, the Commission shall be required to notify the Commissioner after water is supplied to City water users other than those users authorized under this agreement.

II. Reporting Requirements.

(1) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the Commission agrees to submit to the Commissioner a written copy of the prevailing water rate schedule as applicable to its water consumers. It shall

include all rates and relevant information and the premises on which rates have been furnished.

(2) The Commission shall submit to the City by the 10th day of each month, a report showing the amount of water received the previous month from the City and the amount furnished to consumers.

III. Reservations.

(1) In the event of a default in payment of a water bill by the Commission, the City reserves the right to require the Commission to deposit, in advance, a sum equal to the estimated costs for water supply during a period of ninety days at the prevailing metered rate.

(2) The City reserves the right to inspect, test, repair and replace the water meters as required. Such replacements or repairs shall be charged to and paid by the Commission.

IV. Water Quality.

(1) The City shall supply the Commission with water of a quality commensurate with that furnished to its consumers within its City limits.

(2) The Commission shall receive its supply of water from the City by a means or method approved by the Commissioner. The City water system must be safeguarded by means of an air gap at the receiving reservoir. When the requirement for a receiving reservoir is waived to permit a direct connection for emergency use, a backflow preventer, approved by the Commissioner, must be installed.

(3) The Commission bears the responsibility for maintaining the water quality at any point beyond the meter vault and within its distribution system. The City bears no degree of responsibility for the water quality at any point beyond the meter vault.

(4) The Commission shall notify and keep the City informed of the responsible individual in charge of operations.

(5) The Commission shall immediately notify the Commissioner of any emergency or condition which may affect the quality of water in either party's system.

(6) The City reserves the right to make inspections of those facilities which may affect the quality of the water supplied to the Commission and to perform required tests.

V. Equipment And Operation.

(1) The Commission shall provide and maintain all service mains and valves and bear the costs for connecting said mains to and severing them from the City's water system. Each service main shall be equipped with a valve located within the City limits and said valve shall be under the sole and complete control of the City and will mark the limit of the City's responsibility for maintenance of the piping system.

(2) The Commission shall provide and maintain any and all devices expressly requested by the Commissioner for the purpose of controlling, measuring, transmitting and recording flows of the supply of water furnished and the transmitting and recording of pressures, reservoir levels and other required operational information.

(3) The Commission shall provide the meters, vaults with sump pumps and related devices, adhering to City Standard Practices, for measuring the supply of water furnished. Prior to installation of the meters, meters provided must be delivered to the City Meter Shop for testing and picked up promptly after testing, all at the expense of the Commission. Plans and specifications for the equipment and vault, or other protective structure, must be submitted to and be approved by the Commissioner before an authorization for installing the meters and related devices will be issued. The Commission shall provide a tee and valve down stream of each meter installed in each meter vault. The tee and valve shall be a minimum of two inch pipe size. The Commission shall provide one (1) inch pipe size test tap in the inlet pipe ahead of the header pipe.

(4) The City's representative will regularly inspect the meters measuring the supply of water furnished and will repair or replace any meter or part of a meter which has a total registration greater than authorized, or which has been in service for a period longer than authorized or which is known or suspected to be registering incorrectly. All such repairs or replacements shall be made by the City's representatives and the Commission shall pay for repairs and replacements made.

(5) When it is determined that a water meter registered incorrectly, an estimate of the amount of water furnished through the faulty meter shall be prepared by the Commissioner for the purpose of billing the Commission. The estimate shall be based upon the average of twelve preceding readings of the meter, exclusive of incorrect readings. When less than twelve correct readings are available, fewer readings, including some obtained after the period of incorrect registration, may be used.

(6) The Commission shall ensure that reservoirs of sufficient capacity are provided in its entire system including its own system. The Commission shall ensure that the entities served store twice the annual daily average allocation of water to the Commission and the entities furnished water by the Commission Water System as authorized by the State of Illinois, Department of Transportation Order Number LMO 80-4 and any revisions to the allocations. All reservoirs provided by the Commission and the entities furnished water by the Commission Water System shall be considered in meeting this requirement. The Commission Water System is to be operated to utilize the reservoirs in a manner to assure that water is withdrawn from the City's Water System as uniformly as possible.

VI. Rates And Discounts.

(1) Charges for water furnished to the Commission shall be at the rate no greater than that for large quantities of water furnished through meters to consumers inside the City, said rate being fixed by City Ordinance.

(2) The Commission shall be entitled to the same discount for prompt payment of water bills as is allowed to metered customers inside the City.

In Witness Whereof, The City of Chicago has caused this agreement to be signed in sextuplicate originals (each executed copy constituting an original) by its Commissioner, countersigned by its Comptroller, approved by its Mayor, and its Corporate Seal to be hereto affixed and duly attested by its Clerk.

The Brookfield-North Riverside Water Commission has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its Board of Commissioners and its Corporate Seal to be hereto affixed, duly attested by its Clerk, pursuant to authority granted by its Commissioners, on the date and year first above written.

[Signature forms omitted for printing purposes.]

EXECUTION OF REDEVELOPMENT AGREEMENT WITH WABASH
RANDOLPH PARTNERSHIP.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 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 Wabash Randolph Partnership concerning the construction of a parking garage on property located in Block 9 of the North Loop and the North Loop Increment Financing District, 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On March 28, 1979, the City Council of the City of Chicago adopted an ordinance approving the designation of an area located within the corporate boundaries of the City as a blighted commercial area to be known as "Blighted Commercial Area North Loop"; and

WHEREAS, The State of Illinois authorized tax increment financing for the North Loop pursuant to the Real Property Tax Increment Allocation Redevelopment Act of the State of Illinois, Chapter 24, Section 11-74.4-1 et seq., Illinois Revised Statutes, as amended ("Act"), said Act becoming effective January 11, 1977; and

WHEREAS, The City and Wabash Randolph Partnership, an Illinois limited partnership ("Developer"), shall enter into a redevelopment agreement providing for the revitalization and redevelopment of certain property owned or controlled by Developer located in Block 9 of the North Loop and the North Loop Tax Increment Financing District; and

WHEREAS, Pursuant to the terms of the redevelopment agreement, Developer shall use its best efforts to construct a parking garage including retail and related uses; and

WHEREAS, The proposed development shall be undertaken by Developer as a private venture and with no public subsidy from the City of Chicago; now, therefore,

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

SECTION 1. The Mayor and the Acting Commissioner of the Department of Planning are authorized and directed to execute, and the City Clerk to attest, to the Redevelopment Agreement with Wabash Randolph Partnership, relating to the redevelopment of certain property owned or controlled by Developer located within Block 9 of Blighted Commercial Area North Loop and the North Loop Tax Increment Financing District. The Redevelopment Agreement shall be in substantial conformity with Exhibit "A" attached hereto and made a part hereof.

SECTION 2. The property to be developed in accordance with the Redevelopment Agreement is legally described as Lots 16, 17, 18, 19, 20 and 21 in Block 9 in Fort Dearborn Addition to Chicago of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, and Lots 22, 23 and 24 in Block 9 in Fort Dearborn Addition to Chicago in the southwest fractional quarter of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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

Exhibit "A" (Redevelopment Agreement) attached to this ordinance reads as follows:

Exhibit "A".

*North Loop Redevelopment Agreement
Wabash Randolph Partnership.*

This Agreement ("Agreement"), dated _____, 1989 is made by and between the City of Chicago, an Illinois municipal corporation, having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 ("City") and Wabash Randolph Partnership, an Illinois limited partnership ("Developer"), having its principal office at 25 East Washington Boulevard, Chicago, Illinois 60602.

Recitals.

A. Developer owns a certain parcel of real estate described as the block generally bounded by North Wabash Avenue, East Randolph Street, the alley east of State Street and East Benton Court, as legally described on Exhibit A attached hereto. Parcel 1, described in Exhibit A, is located within the North Loop Tax Increment Financing District. Parcel 2, described in Exhibit A, is located within the North Loop Tax Increment Financing District and the North Loop Redevelopment Area.

B. Pursuant to the home rule powers granted in the Constitution of the State of Illinois, the City established the Commercial District Development Commission as set forth in Chapter 15.1 of the Municipal Code of the City of Chicago. In furtherance of the objectives of such ordinance, the Commission, on March 20, 1979, designated an area commonly known as the North Loop as a blighted commercial area and on March 20, 1979, approved a Redevelopment Plan for the North Loop. The blighted commercial area designation was approved by the Chicago City Council, pursuant to an ordinance duly adopted on March 28, 1979 and the Redevelopment Plan was approved by the Chicago City Council, pursuant to an ordinance duly adopted on March 28, 1979 and as revised, was approved by an ordinance duly adopted on October 27, 1982.

C. The Redevelopment Plans set forth the City's overall objectives for the North Loop Area and set forth certain specific planning and design criteria for the Site.

D. The State of Illinois authorized tax increment financing pursuant to the Real Property Tax Increment Allocation Redevelopment Act of the State of Illinois, Chapter 24, Section 11-74.4-1 et seq., Illinois Revised Statutes, as amended, (hereinafter referred to as the "Act"), said Act becoming effective January 10, 1977.

E. In 1981, the City issued \$55,000,000.00 of general obligation anticipation notes and, pursuant to the enabling ordinance, the proceeds of said notes were used for the payment of redevelopment costs, as said costs are defined under the Act, in anticipation of the adoption of tax increment financing pursuant to said Act.

F. In 1982, the City issued \$65,000,000.00 of general obligation bonds to pay the principal of and the final interest payment on the bond anticipation notes and in order to finance redevelopment costs.

G. The City adopted ordinances on June 20, 1984 which designated the North Loop Tax Increment Redevelopment Area, approved the Tax Increment Redevelopment Plan and Project for the North Loop Redevelopment Area and Adopted Tax Increment Financing for the North Loop Redevelopment Area.

H. The Site, all of which is within the Tax Increment Financing District (Parcels 1 and 2) and a small portion is in the North Loop Redevelopment Area (Parcel 2).

I. The Developer shall use his best efforts to construct a parking garage facility containing retail and related accessory uses on the Site in accordance with the plans and specifications submitted with the application for the Planned Development attached hereto as Exhibit B.

J. The Developer acknowledges that the implementation of the program described in this Redevelopment Agreement will be a benefit to the Developer and the City of Chicago in developing the Site. The Developer commits to cooperate with the City and fulfill Developer's covenants and agreements set forth herein, which covenants and agreements further the goals and objectives contemplated by the Tax Increment Financing Project and North Loop Redevelopment Guidelines adopted by the City of Chicago covering the Site and surrounding areas in the North Loop.

K. Developer desires to redevelop the Site in accordance with this Agreement.

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

Definitions.

For all purposes of the Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

Development: All of the improvements to be constructed by the Developer at the Site, pursuant to the drawings, plans and specification submitted to the City in accordance with the Planned Development.

Site: That parcel of real estate located in the block generally bounded by North Wabash Avenue, East Randolph Street, the alley east of State Street and East Benton Court.

Developer: The Wabash Randolph Partnership, an Illinois Limited Partnership having its principal office at 25 East Washington Boulevard, Chicago, Illinois.

Redevelopment Documents: The Redevelopment Agreement, North Loop Guidelines and Tax Increment Financing Plan and Project contained herein.

Commissioner: The Commissioner of the Department of Planning of the City of Chicago.

Planned Development: That certain Planned Development described in Section 2.2 herein.

Section I.

Representations And Warranties Of Developer.

1.1

To induce the City to execute the Agreement and perform the obligations of the City hereunder, Developer hereby represents and warrants to the City as follows:

- (a) As of the date hereof, Developer has good and merchantable fee title to the Site and the improvements located thereon, subject only to those standard exceptions contained in an Alta insurance policy.
- (b) No litigation or proceedings are pending or, to the best of Developer's knowledge, are threatened against Developer or any party affiliated with Developer which could: (i) affect the ability of Developer to perform its obligations pursuant to and as contemplated by the terms and provisions of the Agreement; or (ii) materially affect the operation or financial condition of Developer.
- (c) There are no pending environmental, civil, criminal or administrative proceedings relating to the Site and Developer has no knowledge of any threatened proceedings or any facts or circumstance which may give rise to any such proceedings in the future.
- (d) The execution, delivery and performance by Developer of the Agreement have not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Developer or any party affiliated with Developer is a party or may be bound or affected, or a violation of any law or court order which may affect the Site, any part thereof, any interest therein or the use thereof.
- (e) Developer is a duly organized and existing Illinois limited partnership in good standing under the laws of the State of Illinois.
- (f) The parties executing the Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute and deliver the Agreement and perform the terms and obligations contained herein.
- (g) The use of the Site shall not violate: (i) any statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting the Site or any part thereof.
- (h) Developer shall not discriminate upon the basis of race, color, religion, sex, national origin or ancestry, age or handicap in the sale, lease, rental, use or occupancy of the Project or any improvements located or to be erected on the Site or any part thereof, and shall utilize the Development solely for those uses permitted by the terms of the Agreement.

Section II.

Representations And Warranties Of City.

2.1

To induce Developer to execute this Agreement to perform the obligations hereunder, the City hereby represents and warrants to the Developer that the City has authority, under its powers granted in the Constitution of the State of Illinois, to enter into, execute and deliver the Agreement and perform the terms and obligations contained herein.

2.2 Planned Development.

The Commissioner shall take all appropriate steps consistent with the Zoning Ordinance, Chapter 194A, Municipal Code of Chicago, to promptly review and recommend for approval the Central Area Parking Planned Development controlling the development of the Site. The Commissioner shall cooperate in the proceeding with regard to the Planned Development and shall make witnesses available and furnish information as required by the City Council. In the event the City Council does not adopt the approved Planned Development by April 15, 1989, Developer shall have a right to terminate this Agreement and all of Developer's obligations under this Agreement become null and void. Provided, however, in the event a Planned Development is adopted at a later date, the Developer may agree to extend the terms and conditions of this Redevelopment Agreement.

Section III.

Survival Of Representation Warranties Issued.

3.1

Developer agrees that all of its representations and warranties and the City agrees that all of its representations and warranties set forth in Section 2 or elsewhere in the Agreement will be true at all times hereafter except with respect to matters which have been disclosed in writing and approved by the other party.

*Section IV.**Equal Employment Opportunity.*

4.1

Developer for itself and its successor agrees that during the construction of the improvements or performance of other work required by this Agreement:

- (a) Developer will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. Developer will take affirmative action to ensure that applicants are employed without regard to their race, religion, color, sex or national origin and, when employed, that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such affirmative action shall include but not be limited to the following:
 - (i) Employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training including apprenticeship. Developer agrees to post appropriate employment notices setting forth the provisions of this non-discrimination clause.
 - (ii) In all solicitations or advertisements for employees placed by or on behalf of Developer, it shall be stated that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
 - (iii) Developer shall include the provisions of sub-paragraph (a) in every contract

and shall require the inclusion of these provisions in every sub-contract entered into by any of its contractors so that such provisions will be binding upon each contractor or sub-contractor as the case may be.
 - (iv) The contractors and sub-contractors shall use their best efforts to comply with the employment goals for construction journeymen, apprentices, and laborers set forth in the City of Chicago Public Works hiring order.
 - (v) The contractors shall establish an Affirmative Action Plan and furnish same to the Department of Planning prior to commencement of construction and shall cooperate with the Chicago Urban League in the development of its Plan.

4.2 Recruitment.

The following techniques will be employed by the contractors in recruiting persons for employment opportunities created by the construction of the Development:

- (a) Recruitment sources, unions and minority and women organizations will be notified by the Contractors of this affirmative action policy and will be encouraged to refer minorities and women for employment opportunities and to otherwise assist in achieving these affirmative action objectives.

4.3 M.B.E. And W.B.E. Participation.

The contractors and sub-contractor shall use their best efforts to achieve the goals for minority and women business enterprises as set forth in the City of Chicago Executive Order 85-2; namely, not less than 25% of contract amounts to M.B.E.s and not less than 5% of contract amounts to W.B.E.s.

4.4 Methods To Ensure M.B.E. And W.B.E. Participation.

In making good faith efforts to meet the goals for M.B.E and W.B.E. participation, the Developer may use any or all of the methods and procedures set forth below or any other methods which may reasonably facilitate M.B.E. and W.B.E. participation:

- (a) Encouragement of joint ventures between majority and M.B.E. and W.B.E contractors as a bid package;
- (b) Advertising invitations to bid, particularly in minority media, including statements in the advertisements indicating the Developer's intent to encourage M.B.E. and W.B.E. participation in the Development;
- (c) Providing information to M.B.E.s and W.B.E.s regarding bonding requirements;
- (d) Making the M.B.E. and W.B.E. provisions and goals of this Plan applicable as appropriate to all contracts and subcontracts in the construction components of the Development; including appropriate provisions and goals for M.B.E. and W.B.E. participation in contracts let by the Developer, and requiring the inclusion of such provisions and goals in subcontracts entered into by contractors; and providing that all sub-contractors must report to contractors, and all contractors must report to Developer, information necessary for monitoring implementation of the Plan.

4.5 Prior to the award of any contract, the Developer shall review the bids in accordance with the purpose and provisions of this Affirmative Action Plan and shall determine if the proposed contract award conforms to the M.B.E. and W.B.E. participation goals of this Affirmative Action Plan.

4.6 Post Construction.

For seven years following completion of the Development, the Developer shall make good faith efforts to achieve certain affirmative action goals in the employment of minority and women employees with regard to the operation of the parking facility. The

employment goals for minority and women employees for the period after completion of the Development shall be 25% black and/or Hispanic and 5% women.

Section V.

Tax Increment Financing.

5.1

- (a) The City and Developer agree that:
 - (i) for the purposes of the Agreement, the total minimum assessed value ("Minimum Assessed Value") of the Site and the Development shall be determined in the year following the completion of construction of the Development through year 22 (Assessment Years) as shown on Exhibits C and D attached hereto, and
 - (ii) the real estate taxes derived from the Site and the Development arising from all tax rates of the various taxing districts are estimated to be as shown in Exhibit D attached hereto.
- (b) With reference to the Assessment Years for the Site and the Development or any part thereof, except as provided herein, Developer shall not for any Assessment Year referred to in Exhibits C and D:

- (i) apply for, seek or authorize any exemption from the imposition or paying of any or all real property taxes extended for collection against the Minimum Assessed Value, without first obtaining the prior written approval of the Commissioner;
- (ii) directly or indirectly, seek to lower the assessed below the amount of applicable Minimum Assessed Valuation;
- (iii) apply for, seek or authorize any reduction in the minimum assessed value for the purpose of reducing real estate taxes without first notifying the City, in writing, of such application and Developer does hereby consent to the City's appearance, and shall provide to the City a reasonable opportunity to appear before any administrative or judicial body, or both, to contest or defend the assessed value against any such application or attempt to reduce such assessed value; or

Notwithstanding the provisions of paragraph 5.1(b) in the event that the assessments, tax rates of all taxing districts or equalization factors, or combination thereof, in effect for year 1 and further years would produce real estate taxes for the Site and the Development for any Assessment Year in excess of taxes set forth in Exhibit D attached hereto, upon written notice to the City, Developer may seek to lower the assessed values indicated in Exhibit D attached hereto for such year so long as any such reduction does not reduce the taxes levied and extended against the Site and the Development for such year below those specified in Exhibits C and D attached hereto.

Notwithstanding the provisions of paragraph 5.1(b) in the event that by law, regulation, administrative action or judicial ruling applicable to the Site or the Development or applicable generally to property located in the City, Cook County or State of Illinois, the assessed valuation, tax rate or equalization rate shall be reduced or any tax moratorium or deferment be granted, Developer shall have the right to participate in such reduction, moratorium or deferment and to pursue appropriate remedies to obtain such, and Exhibits C and D attached hereto shall be amended accordingly.

- (c) Covenants (i) through (iii) above shall be construed and interpreted as an express agreement between Developer and the City that a major incentive inducing the City to enter into the arrangements and transactions described in the Agreement is to increase the assessed valuation of and the general real estate taxes, after completion of the Development, payable with respect to the Site and the Development. The Agreement may be used by the City, in its sole discretion, as admission against Developer's interest in any proceeding.

- (d) If at any time for any of the Assessment Years referred to in Exhibits C and D, the method of taxation then prevailing shall be altered so that any new tax, assessment, levy, imposition or charge shall be imposed upon the then owner of the Site and the Development which new tax by its statutory language expressly replaces, in whole or in part, the general real estate taxes for the Site and the Development, the amount of such new tax for each year shown in Exhibit D shall be included in and for the purposes of the Agreement, shall be considered as part of the general real estate taxes levied or assessed against the Site and the Development for each such year.

Section VI.

Construction Of The Improvements Constituting The Development

Public Amenities.

6.1

In conjunction with the redevelopment of the Site, and consistent with the City's North Loop Redevelopment Plan and Tax Increment Financing District, Developer agrees to provide the following:

- (a) Developer agrees that the project shall be solely devoted to development of a quality state-of-the-art parking facility including retail and service uses. The Development will be comprised of a minimum of one level of retail at grade and ten levels of parking which will accommodate at least 1,000 cars, as described in the schematics and design plan submitted by the Developer to the City in accordance with the procedures for reclassification of the property to a Central Area Parking Plan Development.
- (b) Developer shall provide within the Development approximately 18,000 square feet of retail space. This retail space will be accessible directly off Randolph Street and Wabash Avenue and shall be designed to quality architectural standards consistent with the surrounding properties.
- (c) The Development shall be designed so as not to preclude access to an above-ground pedestrian passageway to the second level of the Development from the proposed project on the parcel immediately west of the site. This connection shall be at the center of the second level of the Development or at such other location as later determined by Developer to be more appropriate after completion of the final plans for construction of the proposed project to the west of the site.

- (d) Developer will erect lighting elements along the Benton Court facade of the Development. Those elements will be architecturally compatible with the Development and consistent with the element of the building facade and will be mounted on every other column providing a warm and inviting light to that portion of Benton Court.
- (e) Developer shall be responsible for the installation and maintenance of a new city standard sidewalk on the south side of Benton Court in the area immediately north of and adjacent to the Development.
- (f) After completion of the above-referenced Development, the Developer agrees to reimburse the City of Chicago for the repair and repaving of the portion of Benton Court adjacent to the Development in an amount not to exceed \$20,000.

Section VII.

Demolition By Developer.

7.1

Developer at its sole cost and expense shall be responsible for any and all demolition, grading, compaction and other services necessary to permit the construction of the Development. Developer agrees that the demolition shall be accomplished in a manner that shall not cause undue disruption to the traffic -- both vehicular and pedestrian -- on the surrounding streets and shall be accomplished in an expedited manner. Developer agrees that it shall not demolish any improvements located at the Site until 12 months before the commencement of construction of the Development. Prior to commencing any work on the Site, the Developer shall install barricades of a type, kind and appearance acceptable to the Commissioner and in conformance with the City's applicable ordinances.

Section VIII.

Schedule Of Construction.

8.1

Except in the case of strikes, work stoppages, war, unavailability of materials, or severe economic change, Developer shall commence construction of the Development within three years of adoption of a final ordinance by the City of Chicago approving the application for a Central Area Parking Planned Development.

Section IX.

Neighborhood Partnership.

9.1

Developer will commit to one hundred fifty (150) hours of technical assistance toward neighborhood development efforts, which hours must be utilized within five (5) years of approval of the Central Area Parking Planned Development for this project. The City shall select those neighborhood groups to receive assistance under this Agreement. Developer, however, shall have the opportunity to suggest suitable neighborhood groups for designation as a group to receive assistance under the Agreement.

Section X.

Miscellaneous Provisions.

10.1 Limitation Of Liability.

Except in instances of fraud or intentional material misrepresentation, the liability of Developer hereunder is limited solely to the Site and the net assets of property of Developer with respect to the Site. Except for fraud or intentional material misrepresentation made by any partner of Developer, no partner shall be personally liable for any claim arising out of or related to the Agreement or any transactions contemplated herein. The City further agrees that a deficit capital account of any partner of Developer or the obligation of any partner of Developer to contribute capital to Developer shall not be deemed an asset or property of Developer.

10.2 Survival.

All representations and warranties contained in the Agreement are made as of the execution date of the Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reasons of any misrepresentation.

10.3 Mutual Assistance.

The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions and certifications, as may be necessary or appropriate, consistent with the terms and provisions of the Agreement.

10.4 Cumulative Remedies.

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

10.5 Disclaimer.

No provision of the 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. Further, nothing in this Agreement shall preclude the sale, demise, quitclaim, conveyance or transfer of the Development by Developer to another party at any time.

10.6 Notices.

Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and received, as follows:

If To The City:

Commissioner
Department of Planning
Room 1000, City Hall
Chicago, Illinois 60602

With A Copy To:

Corporation Counsel
City of Chicago
Room 511, City Hall
Chicago, Illinois 60602

If To Developer:

Wabash Randolph Partnership
25 East Washington Street
Chicago, Illinois 60602
Attn: Hersch Klaff or Eric Joss

With A Copy To:

Sidley & Austin
One First National Plaza
Chicago, Illinois 60602
Attn: Jack Guthman

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addressees to which subsequent notices, certificates or other communications shall be sent.

10.7 Headings.

The headings of the various sections and subsections of the Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

10.8 Governing Laws.

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

10.9 Recordation Of The Agreement.

Upon execution of the Agreement by the parties, Developer, at its sole expense, shall promptly record one original of the Agreement with the Office of the Recorder of Deeds of Cook County, Illinois.

10.10 No Third Party Beneficiary.

The approvals given by the City pursuant to the Agreement and the Certificate when issued by the City shall be only for the benefit of Developer, the mortgagee or other lien holder, and their successors in interest in the Site and no other person or party may assert against the City or claim the benefit of such approval or certificate.

10.11 Successors And Assigns.

The terms of the Agreement shall be binding upon the City, Developer, and their respective heirs, legal representatives, successors and assignees.

10.12 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.

10.13 Counterparts.

The Agreement shall be executed in triplicate, each of which shall constitute an original instrument.

In Witness Whereof, The parties hereto have executed or caused the Agreement to be executed, all as of the date first written above.

[Signature forms omitted for printing purposes.]

[Exhibit "B" attached to this Redevelopment Agreement
printed on pages 2359 through 2364
of this Journal.]

Exhibits "A", "C" and "D" attached to this redevelopment agreement read as follows:

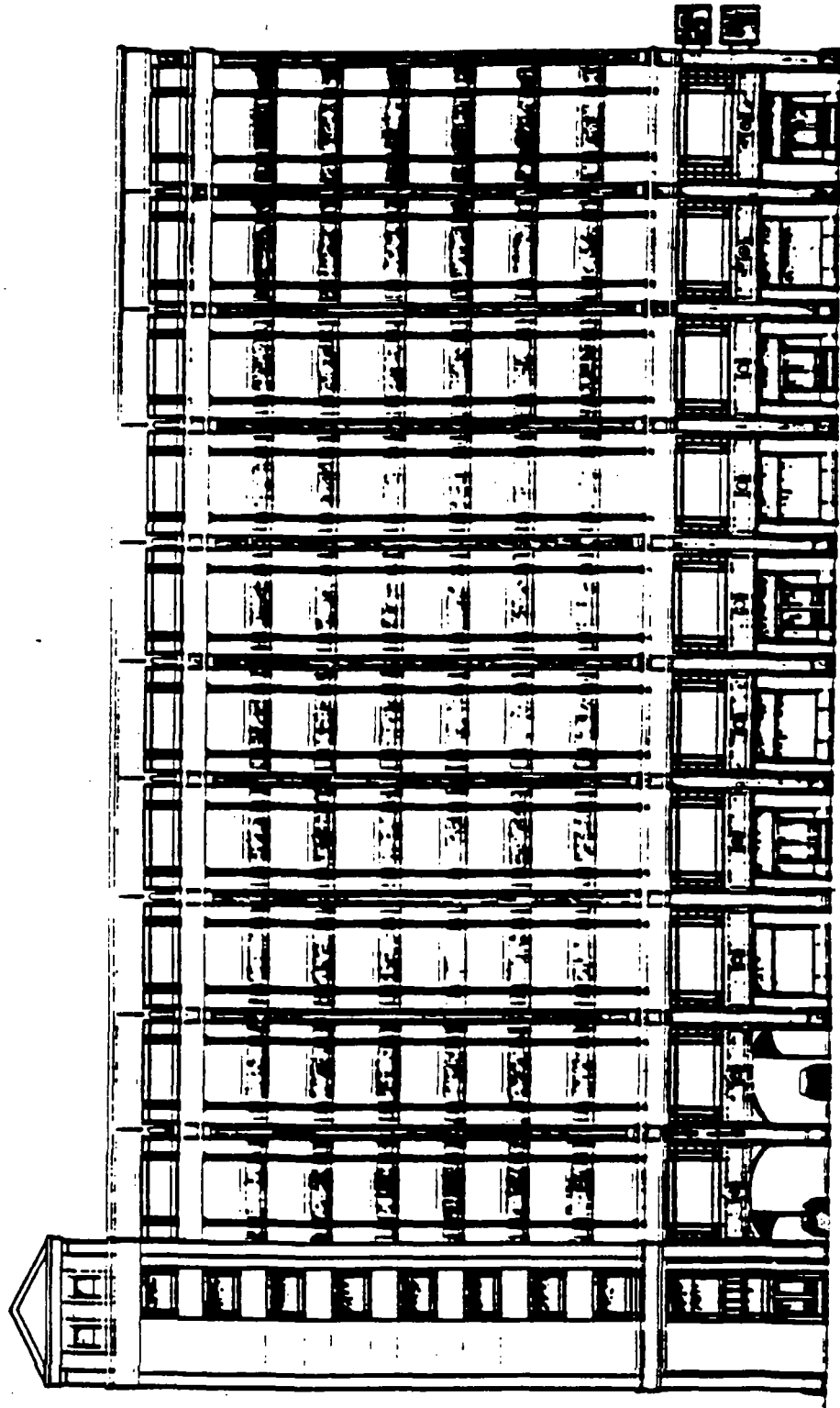
Exhibit "A".

Premises.

Parcel 1:

Lots 16, 17, 18, 19, 20 and 21 in Block 9 in Fort Dearborn Addition to Chicago of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

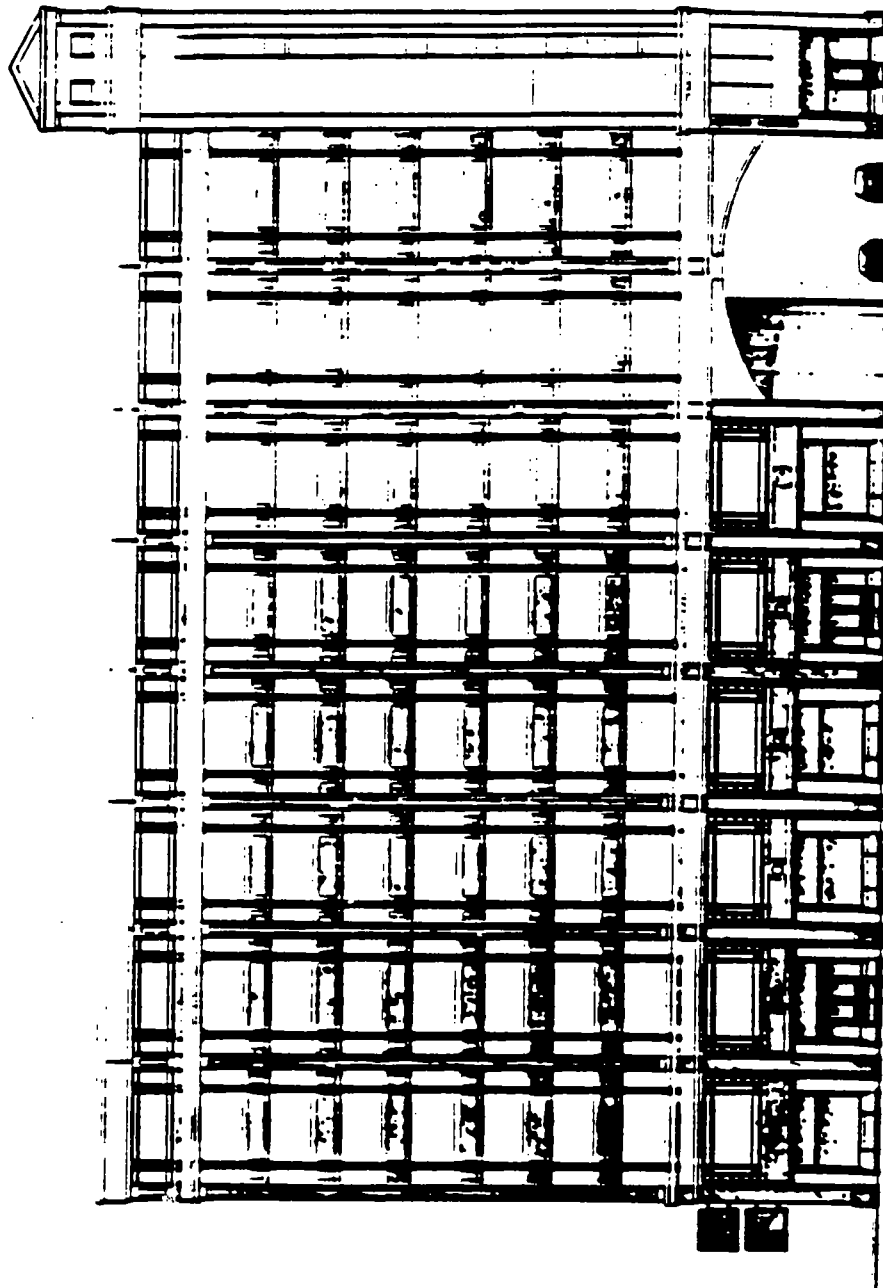
(Continued on page 2365)



SOUTH ELEVATION

MANHATTAN / WABASHI PARKING FACILITY

Exhibit "B"
(2 of 6)



BASE ELEVATION

WANDERER / WABASH PARKING FACILITY

Exhibit "B"
(3 of 6)

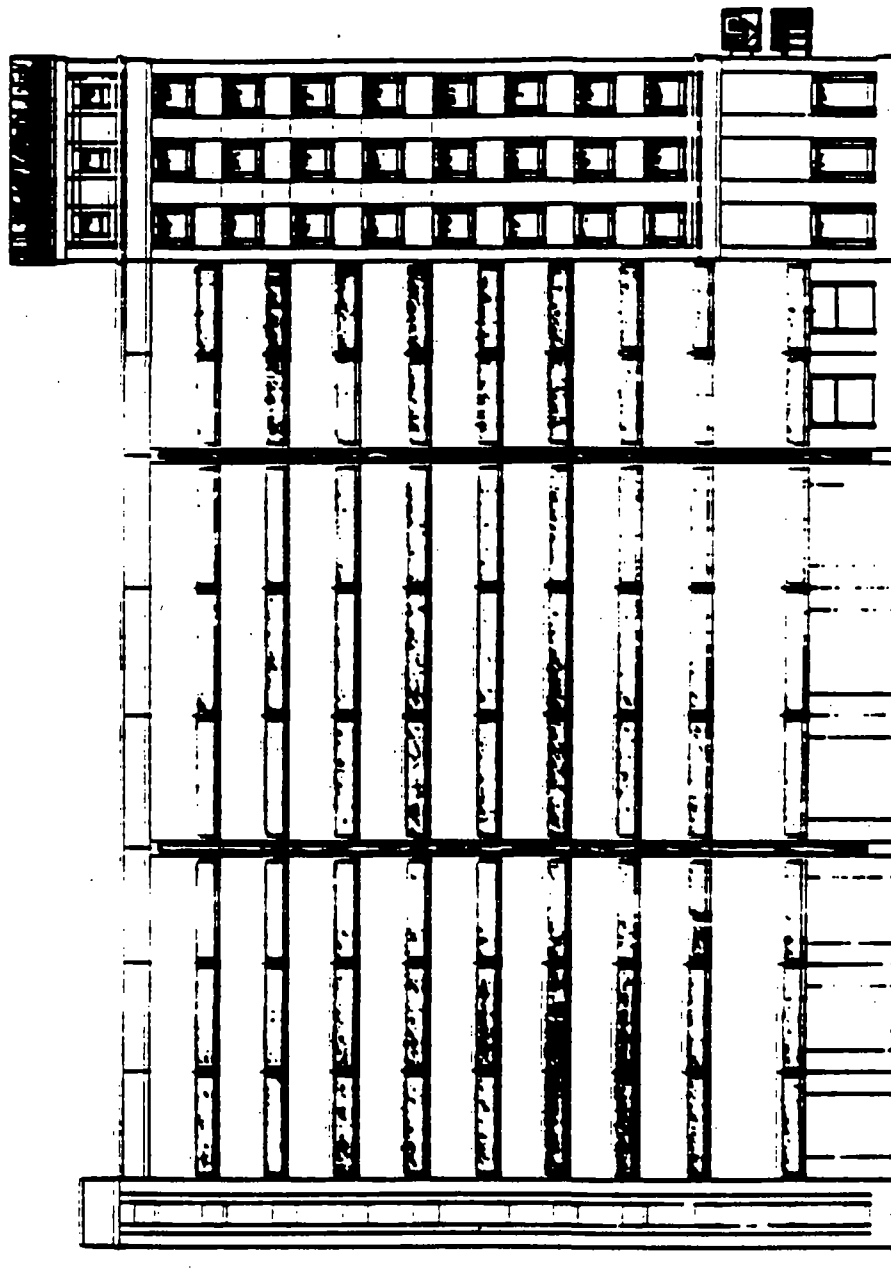


ROBERT B. BARNETT

8 ANDREWS / MADISON PARKING FACILITY

Chicago, Illinois

Exhibit "B"
(4 of 6)



WEST ELEVATION

MANHATTAN / WABASH PARKING FACILITY

Exhibit "B"
(5 of 6)

TYPICAL LEVEL PLAN
9TH, 9TH, 9TH, 10TH LEVEL

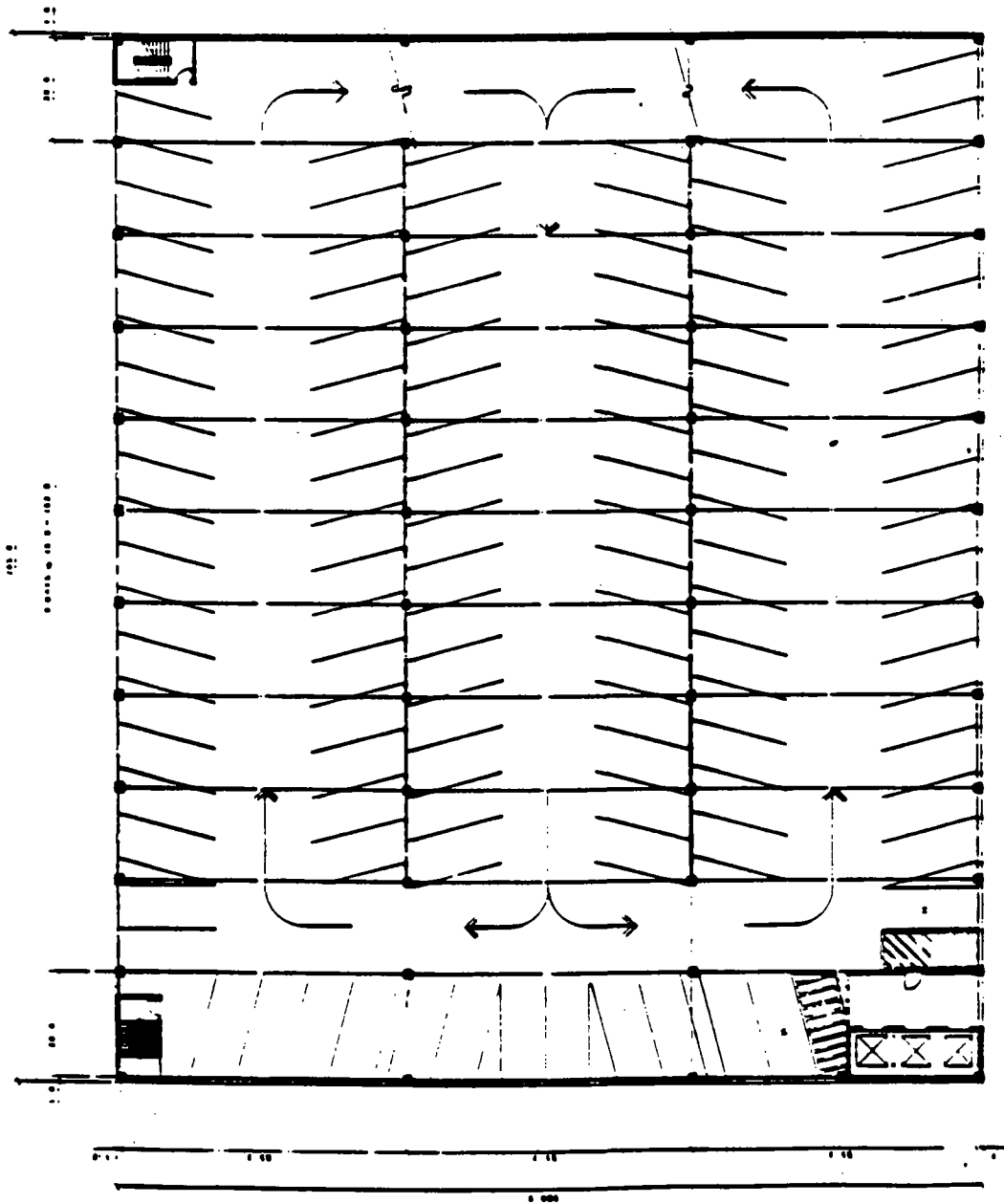
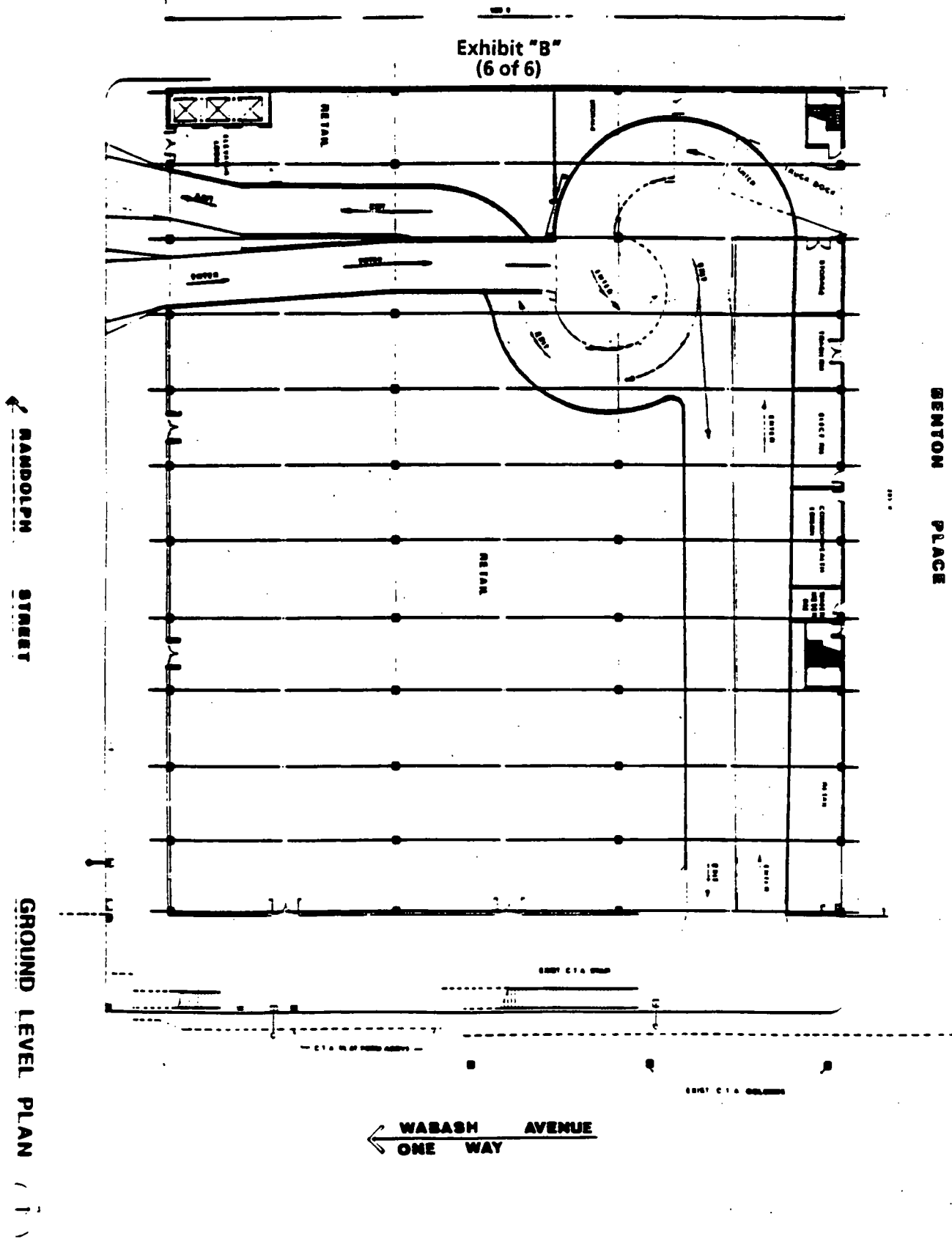


Exhibit "B"
(6 of 6)



(Continued from page 2358)

Parcel 2:

Lots 22, 23 and 24 in Block 9 in Fort Dearborn Addition to Chicago in the southwest fractional quarter of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

*Exhibit "C".**Assessment Levels.*

Tax Year*	Minimum Assessed Values (After Equalization)
Year 1	\$1,620,763
Year 2	5,056,779
Year 3	7,012,067
Year 4	7,292,550
Year 5	7,584,252
Year 6	7,887,622
Year 7	8,203,127
Year 8	8,531,252
Year 9	8,872,502
Year 10	9,227,402

* The tax year is the year in which the assessment is applicable and taxes accrue. The taxes for any particular year are payable in the following year; hence, 1989 taxes are payable in 1990, and the taxes for the Minimum Assessed Value shown for 1989 would be paid in 1990.

Tax Year*	Minimum Assessed Values (After Equalization)
Year 11	\$9,596,498
Year 12	9,980,358
Year 13	10,379,573
Year 14	10,794,756
Year 15	11,226,546
Year 16	11,675,608
Year 17	12,142,632
Year 18	12,628,337
Year 19	13,133,471
Year 20	13,658,810
Year 21	14,205,162
Year 22	14,773,368

This exhibit is subject to adjustments made as provided in Exhibit "D" to this Agreement. The Minimum Assessed Values shown are the values determined by multiplying the assessed values determined by the Cook County Assessor as adjusted by the Cook County Board of Appeals by the equalization factor established by the State of Illinois.

* The tax year is the year in which the assessment is applicable and taxes accrue. The taxes for any particular year are payable in the following year; hence, 1989 taxes are payable in 1990, and the taxes for the Minimum Assessed Value shown for 1989 would be paid in 1990.

*Exhibit "D".**Minimum Taxes.*

Tax Year*	Key Event	Tax Amount
Year 1	Construction of Improvements begin in the First Quarter and completed December 31.	\$162,887
Year 2	Parking begins in First Quarter	508,206
Year 3		704,713
Year 4		732,901
Year 5		762,217
Year 6		792,706
Year 7		824,414
Year 8		857,391
Year 9		891,686
Year 10		927,354
Year 11		964,448
Year 12		1,003,026
Year 13		1,043,147

* The tax year is the year in which the taxes accrue. The taxes for any particular year are payable in the following year.

Tax Year*	Key Event	Tax Amount
Year 14		\$1,084,873
Year 15		1,128,268
Year 16		1,173,399
Year 17		1,220,335
Year 18		1,269,148
Year 19		1,319,914
Year 20		1,372,710
Year 21		1,427,619
Year 22		1,484,724

This exhibit is subject to the following:

A. This exhibit was prepared on the following assumptions:

- 1) Gross square feet of retail space 18,000
- 2) Number of parking spaces 1,050
- 3) That the Improvements will be fully assessed during the second full year after their completion. Between the calendar year in which the Improvements are completed and the calendar year during which full assessment occurs, the Development will be assessed as follows:

* The tax year is the year in which the taxes accrue. The taxes for any particular year are payable in the following year.

1st year	25% of full assessment
2nd year	75% of full assessment

B. The following tax dollars per unit were used in calculating the taxes for each year shown in the column headed "Tax Amount";

Per Gross Square Foot of Retail and Office Space	\$5.25 per square foot escalated at 4% per annum from 1990
Per Parking Space	\$530.50 per space escalated at 4% per annum from 1990

C. In the event there is a Parking Curtailment as defined below in this Paragraph C, then for the duration of any such Parking Curtailment, the taxes for the Development as provided in this Exhibit D and the assessments for the Developments referred to in Exhibit C attached to this Agreement shall be adjusted on the following basis: taxes and the assessment for the retail space shall be adjusted using the assumptions stated above in Exhibit D and the taxes for the parking spaces and the implied assessment therefore shall be based on the factor of eleven percent (11%) of annualized gross parking revenues for the duration of such Parking Curtailment; provided, however, that in no event shall the taxes for the Development, including the retail and the parking areas, and the implied assessment therefore be lower than the following which shall be adjusted for periods of less than a year:

Tax Year	Tax Amount
Year 1	-NA-
Year 2	\$384,615
Year 3	415,384
Year 4	436,153
Year 5	457,961
Year 6	480,859
Year 7	504,902

Tax Year	Tax Amount
Year 8	\$530,147
Year 9	556,655
Year 10	584,487
Year 11	613,712
Year 12	644,397
Year 13	676,617
Year 14	710,448
Year 15	745,970
Year 16	783,269
Year 17	822,432
Year 18	863,554
Year 19	906,732
Year 20	952,068
Year 21	999,672
Year 22	1,049,755

As used in this Exhibit a "Parking Curtailment" shall be an event that is beyond the control of the Developer or the operator of the parking facility, which shall be of not less than sixty (60) days duration and shall be:

(i) of general character adversely and substantially affecting the use of private automobiles in the United States or in Chicago's Loop (defined as the area south of the Chicago River, west of Lake Michigan, north of Congress Street and east of the South Branch of the Chicago River) such as any of the following events, which are provided by way of illustration and not limitations:

1. An embargo of or boycott of oil, auto parts or material essential to automobile manufacturing;
2. Fuel rationing;
3. Rules, regulations, ordinances or other acts which restrict the ability of private automobiles from entering the Loop or that prevent operation of the proposed parking facility;
4. Any act making the entrances to the proposed parking facility or the streets bordering the facility inaccessible to private automobiles; and
5. The curtailment or restriction of the importing or manufacture of automobiles, or automotive parts or supplies due to events other than the normal operation of market forces.

In the event of a Parking Curtailment, the Developer shall give notice thereof to the City within twenty (20) days of the commencement of such Parking Curtailment. Unless such notice is given the claim for any such curtailment shall be deemed waived, but such waiver shall be only for the term preceding the notice. In the event of a continuing Parking Curtailment, only one such notice is required. Within ninety (90) days after a notice of a Parking Curtailment has been provided to the City, the City and Developer shall execute an amendment to this Exhibit D and Exhibit C making the appropriate adjustments as required by this paragraph C.

SUBMISSION OF GRANT APPLICATION TO AND EXECUTION OF
GRANT AGREEMENT WITH ILLINOIS DEPARTMENT
OF COMMERCE AND COMMUNITY AFFAIRS
FOR FUNDING OF INFRASTRUCTURE
IMPROVEMENTS IN CRAWFORD
INDUSTRIAL PARK.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the submission of a grant application to and the execution of a grant agreement with the Illinois Department of Commerce and Community Affairs for the funding of infrastructure

improvements in the Crawford Industrial Park, 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Under the Build Illinois Public Infrastructure Loan and Grant Program for FY89, the Illinois Department of Commerce and Community Affairs is authorized to receive a grant application, that if approved, will make available to the City of Chicago funds up to \$2,000,000 for those public infrastructure improvements in the City set forth below; and

WHEREAS, These funds will be used for the resurfacing or reconstruction of various streets, electrical adjustments, curb, gutter and sidewalk repair, water and sewer system improvements and railroad crossing refurbishment within the boundaries of the Crawford Industrial Park (the "Improvements") at:

1. West 40th Street (4000 south) from South Kildare Avenue (4300 west) to South Pulaski Road (4000 west).
2. West District Boulevard (4200 south) from South Pulaski Road (4000 west) to South Kenneth Avenue (4432 west).

3. West 41st Street (4100 south) from South Pulaski Road (4000 west) to the Chicago, Rock Island Railroad tracks (3800 west).
4. West 42nd Street (4200 south) from South Pulaski Road (4000 west) to the Chicago, Rock Island Railroad tracks (3800 west).
5. West 43rd Street (4300 south) from South Pulaski Road (4000 west) to the Chicago, Rock Island Railroad tracks (3800 west).
6. West 43rd Street (4300 south) from South Tripp Avenue (4232 west) to South Kildare Avenue (4300 west).
7. West 44th Street (4400 south) from South Kildare Avenue (4300 west) to the Chicago, Rock Island Railroad tracks (4550 west).
8. West 45th Street (4500 south) from South Keeler Avenue (4200 west) to the Chicago, Rock Island Railroad tracks (4550 west).
9. West 46th Street (4600 south) from South Kolin Avenue (4332 west) to the Chicago, Rock Island Railroad tracks (4550 west).
10. South Kolin Avenue (4332 west) from West 45th Street (4500 south) to West 47th Street (4700 south).
11. South Kildare Avenue (4300 west) from West 40th Street (4000 south) to West 47th Street (4700 south).
12. South Tripp Street (4232 west) from West 43rd Street (4300 south) to West 47th Street (4700 south).
13. South Keeler Avenue (4200 west) from West District Boulevard (4200 south) to Stevenson Expressway.
14. South Karlov Avenue (4100 west) from West District Boulevard (4200 south) to Stevenson Expressway.

; and

WHEREAS, The Improvements will strengthen the viability of adjacent industrial areas; now, therefore,

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

SECTION 1. The above recitals are incorporated herein and made a part hereof as if set forth hereinbelow.

SECTION 2. That the Mayor is authorized to file a grant application and amendments thereto with the Illinois Department of Commerce and Community Affairs to receive funds in an amount up to \$2,000,000 for the Improvements.

SECTION 3. That the Mayor or the Commissioner of Economic Development is hereby authorized to execute, the City Clerk to attest, subject to the approval of the Corporation Counsel as to form and legality, a project grant agreement (the "Grant Agreement") between the City of Chicago and the Illinois Department of Commerce and Community Affairs to aid in the financing of the Improvements.

SECTION 4. That the City Council hereby appropriates and authorizes the expenditure of the amount of \$2,000,000 or such amounts as may actually be received pursuant to the Grant Agreement from the Illinois Department of Commerce and Community Affairs for the Improvements.

SECTION 5. That the City Comptroller and City Treasurer are directed to disburse the funds received pursuant to the Grant Agreement as required to carry out the Improvements.

SECTION 6. That the Mayor or the Commissioner of Economic Development is authorized to furnish additional information, and execute and file assurances or other documents, as the Illinois Department of Commerce and Community Affairs may require in connection with the application or the Grant Agreement and to make revisions to the Grant's scope of work and budget which do not alter the total amount of the Grant.

SECTION 7. That this ordinance shall be in force and effect from and after its passage.

AMENDMENT TO 1985 GENERAL OBLIGATION BOND ORDINANCE
AND ALLOCATION OF FUNDS FOR INFRASTRUCTURE
IMPROVEMENTS IN CRAWFORD INDUSTRIAL
PARK PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amendment of the 1985 General Obligation Bond Ordinance to provide for infrastructure improvements in the Crawford Industrial Park Project, 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance adopted on August 20, 1985, authorized the issuance and sale of General Obligation Bonds, Series 1985 (Council Journal page 19568 *et seq.*), (the "Original Bond Ordinance") for the purpose of funding certain projects, as specified in Exhibit A to said ordinance; and

WHEREAS, The City Council of the City of Chicago approved an ordinance on July 9, 1986 (Council Journal pages 31793 -- 31794) amending the Original Bond Ordinance (said Original Bond Ordinance as so amended being referred to herein as the "Bond Ordinance") to: (1) create a contingency fund, funded from funds remaining unspent at the completion of any project described in said Exhibit A to be used, upon the approval of the City's Budget Director, to meet expenses of any project or program, regardless of the project or program which was the source of said unspent funds (the "Contingency Fund") and (2) permit the City's Budget Director to revise a project, project location or project scope with the approval of the City Council; and

WHEREAS, This City Council desires to allocate One Million Dollars in unspent monies in said contingency fund for the purpose of making infrastructure improvements in the Crawford Industrial Park; now, therefore,

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

SECTION 1. Exhibit A to the Original Bond Ordinance is hereby amended to add under the heading "Neighborhood Infrastructure" as a Program/Project, the Crawford Industrial Park infrastructure improvements.

SECTION 2. There is hereby appropriated \$1,000,000 in funds in the Contingency Fund for the purpose of resurfacing or reconstruction of various streets, electrical adjustments, curb, gutter and sidewalk repair, water and sewer system improvements and railroad crossing refurbishment within the boundaries of the Crawford Industrial Park.

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

TECHNICAL AMENDMENT TO CORRECT LEGAL DESCRIPTION
OF SPECIAL SERVICE AREA NUMBER NINE.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing a technical amendment to correct the legal description of Special Service Area Number 9, 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

Alderman Caldwell 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 authorized the establishment of Special Service Area Number 9 and the levy of a special services tax therein by ordinances adopted September 14, 1988; and

WHEREAS, The City Council of the City of Chicago by ordinances adopted May 24, 1989, reduced the services tax from \$227,000 to \$90,000 and abated the special services tax in the amount of \$137,000; and

WHEREAS, Certain technical errors were found in the legal description included in the September 14, 1988 ordinance; and

WHEREAS, It is necessary that a proper legal description be presented to the County Clerk in order to properly assess each parcel in Special Service Area Number 9; now, therefore,

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

SECTION 1. Exhibit 1 attached to the ordinance of September 14, 1988, is hereby deleted in its entirety, and Exhibit 1 attached hereto is substituted in its place.

SECTION 2. 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.

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

Exhibit 1 attached to this ordinance (passed June 28, 1989) reads as follows:

Exhibit 1.

Special Service Area Number 9.

Certain parcels of land adjacent to and adjoining North Broadway between the south line of West Sheridan Road and the north line of West Foster Avenue; also certain parcels of land adjacent to and adjoining the west line of the Chicago Transit Authority's elevated right-of-

way between the south line of said West Sheridan Road and the north line of said West Foster Avenue; also certain parcels of land adjacent to and adjoining West Granville Avenue between the east line of North Broadway and the west line of North Kenmore Avenue; also certain parcels of land adjacent to and adjoining West Bryn Mawr Avenue between the east line of North Broadway and the west line of North Kenmore Avenue; also certain parcels of land adjacent to and adjoining West Berwyn Avenue between the east line of North Broadway and the west line of North Winthrop Avenue; also certain parcels of land adjacent to and adjoining North Clark Street between the south line of West Devon Avenue and the north line of West Foster Avenue; also certain parcels of land adjacent to and adjoining North Ridge Avenue between the south line of West Peterson Avenue, the westerly line of said North Clark Street; also certain parcels of land adjacent to and adjoining West Devon Avenue between the easterly lines of said North Clark Street and North Ashland Avenue and the west line of North Broadway; said certain parcels located in parts of the northeast, southeast, northwest, and southwest quarters of Section 5, parts of the northeast and southeast quarters of Section 6, parts of the northeast and northwest quarters of Section 8, all in Township 40 North, Range 14 East of the Third Principal Meridian; also parts of the southwest quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, all in the City of Chicago, Cook County, Illinois, which certain parcels together with the streets, alleys and other public ways heretofore and hereinafter described taken as one whole and contiguous tract of land is bounded and described as follows:

Beginning at the intersection of the south line of West Sheridan Road with the west line of the Chicago Transit Authority's elevated right-of-way, which point of intersection is 250.00 feet, as measured along said south line, east of the east line of North Broadway, and running

Thence south along said west line of the elevated right-of-way to a point which is 100.00 feet north of the north line of West Granville Avenue;

Thence east along a line which is 100.00 feet north of and parallel with said north line, a distance of 441.00 feet to the west line of a public alley, which west line is 150.00 feet east of the east line of North Winthrop Avenue;

Thence south along said west line to the south line of West Granville Avenue;

Thence east along said south line to the west line of North Kenmore Avenue;

Thence south along said west line, a distance of 156.14 feet;

Thence west along a straight line, a distance of 165.00 feet to the west line of a public alley;

Thence north along said west line, a distance of 50.00 feet;

Thence west along a straight line to the west line of said North Winthrop Avenue;

Thence north along said west line, a distance of 50.00 feet;

Thence west along a straight line to the west line of a public alley;

Thence south along said west line to a point which is 100.00 feet south of the south line of said West Granville Avenue;

Thence west along a straight line, a distance of 110.00 feet to said west line of the elevated right-of-way;

Thence south along said west line to a point which is 50.00 feet north of the north line of West Thorndale Avenue;

Thence east along a straight line to the west line of said North Winthrop Avenue;

Thence south along said west line, a distance of 50.00 feet to said north line of West Thorndale Avenue;

Thence west along said north line to the west line of the Chicago Transit Authority's right-of-way, aforesaid;

Thence south along said west line to the north line of the public alley, which north line is 200.00 feet north of the north line of Ardmore Avenue;

Thence west along said north line of the public alley to the west line of the public alley, which west line is 150.00 feet east of the east line of North Broadway;

Thence south along said west line of the public alley to a point which is 199.00 feet south of the south line of West Ardmore Avenue;

Thence east along a straight line to said west line of the elevated right-of-way;

Thence south along said west line to a point which is 150.00 feet north of the north line of West Bryn Mawr Avenue;

Thence east along a straight line to the west line of North Winthrop Avenue;

Thence south along said west line to a point which is 68.00 feet north of said north line of West Bryn Mawr Avenue;

Thence east along a straight line to the east line of a public alley, which east line is 150.00 feet west of the west line of North Kenmore Avenue;

Thence north along said east line to a point which is 100.00 feet north of said north line of West Bryn Mawr Avenue;

Thence east along a straight line, a distance of 150.00 feet to said west line of North Kenmore Avenue;

Thence south along said west line to a point which is 100.00 feet south of the south line of West Bryn Mawr Avenue;

Thence west along a straight line to the west line of a public alley;

Thence south along said west line, a distance of 100.00 feet;

Thence west along a straight line to the west line of North Winthrop Avenue;

Thence north along said west line to a point which is 110.00 feet south of said south line of West Bryn Mawr Avenue;

Thence west along a straight line to the west line of said elevated right-of-way;

Thence south along said west line to a point which is 222.00 feet south of the south line of West Bryn Mawr Avenue;

Thence west along a straight line, a distance of 85.00 feet to the east line of a public alley;

Thence south along said east line to the south line of West Catalpa Avenue;

Thence east along said south line to the west line of said elevated right-of-way;

Thence south along said west line to the south line of West Berwyn Avenue;

Thence east along said south line to the west line of North Winthrop Avenue;

Thence south along said west line a distance of 100.00 feet;

Thence west along a straight line to said west line of the elevated right-of-way;

Thence south along said west line to the south line of a public alley, which south line is 179.25 feet north of the north line of West Foster Avenue;

Thence west along a straight line to an intersection with the northward prolongation of the east line of a public alley, which east line is 165.00 feet east of the east line of North Broadway;

Thence south along said northward prolongation and along said east line to the north line of West Foster Avenue;

Thence west along said north line to a point which is 125.00 feet west of the west line of said North Broadway;

Thence north along the east line of the public alley (which east line is 125.00 feet west of and parallel with said west line of North Broadway) and along said east line extended north to the north line of West Bryn Mawr Avenue;

Thence west along said north line to a point which is 145.17 feet, as measured along said north line, west of the westerly line of North Ridge Avenue;

Thence north along a straight line a distance of 58.50 feet to an intersection with a line which is 50.00 feet, measured perpendicularly, southwesterly of the southerly line of said Ridge Avenue;

Thence northwesterly along said parallel line a distance of 77.91 feet to the northwesterly corner of Lot 10 in Turck's Subdivision;

Thence northeasterly along the northerly line of said Lot 10 and the northeastward extension thereof, to the northerly line of said Ridge Avenue;

Thence northwesterly along said northerly line to an intersection with the east line of North Magnolia Avenue;

Thence north along said east line to the south line of the public alley;

Thence east along said south line to an intersection with the southerly line of a public alley, which southerly line is 125.00 feet northeasterly of and parallel with said northerly line of Ridge Avenue;

Thence southeasterly along said southerly line of the public alley to an intersection with a line which is 125.00 feet west of and parallel with the west line of North Broadway;

Thence north along said parallel line, said parallel line being also the east line of a public alley to the north line of West Elmdale Avenue;

Thence continuing northward along said east line of the public alley to the north line of Granville Avenue;

Thence west along said north line a distance of 48.00 feet;

Thence north along a straight line a distance of 122.00 feet;

Thence east along a straight line to an intersection with a line which is 125.00 feet west of and parallel with said west line of North Broadway;

Thence north along said parallel line, said line being the east line of a public alley, to a point which is 100.00 feet south of the south line of West Devon Avenue;

Thence west along a straight line to the west line of North Magnolia Avenue;

Thence north along said west line a distance of 50.00 feet;

Thence west along a straight line a distance of 141.00 feet to the west line of a public alley;

Thence south along said west line a distance of 50.00 feet;

Thence west along a straight line to the west line of Lakewood Avenue;

Thence north along said west line a distance of 50.00 feet;

Thence west along a line which is 50.00 feet south of and parallel with the south line of said Devon Avenue to the west line of Glenwood Avenue;

Thence south along said west line to the southeast corner of Lot 2 in Farson's Subdivision, said southeast corner being 66.00 feet south of the south line of said Devon Avenue;

Thence west along the south line of said Lot 2 and the westward extension thereof to the west line of the public alley;

Thence south along said west line to an intersection with a line which is 112.50 feet south of the south line of said Devon Avenue;

Thence west along the north line of a public alley to an intersection with the westerly line of the public alley, which westerly line is easterly of and parallel with the easterly line of North Clark Street;

Thence southeastwardly along said westerly line of the public alley to the southeast corner of Lot 143 in R. B. Farson's Subdivision;

Thence east along a straight line to the west line of a public alley;

Thence south along said west line of the public alley and the southward extension thereof to the south line of Granville Avenue;

Thence east along said south line to the northeast corner of Lot 36 in Kranz's First Addition to Edgewater;

Thence south along the east line of Lots 36, 45, 116 and 125 in said Kranz's First Addition and also along the southward extension of said east line of Lot 125 to the south line of West Glenlake Avenue;

Thence west along said west line a distance of 30.00 feet; south along the east line of Lots 37, 44 and 117 in Kranz's Second Addition to Edgewater and also along the southward extension of said east line of Lot 117 to the northwest corner of Lot 125 in said Kranz's Second Addition, said northwest corner being also on the south line of the public alley, which south line is approximately 123.73 feet north of the north line of West Elmdale Avenue;

Thence east along said south line of the public alley a distance of 30.00 feet;

Thence south along a straight line, said line being the east line of Lot 125 in Kranz's Second Addition to the north line of said West Elmdale Avenue;

Thence southerly along a straight line to a point on the south line of said West Elmdale Avenue, which point is 101.00 feet east of the east line of North Clark Street, as widened;

Thence south along the west line of a public alley and along the southward extension of said west line to the south line of West Thorndale Avenue;

Thence east along said south line to a point which is 125.00 feet east of the east line of North Clark Street, as widened;

Thence south along a straight line to the southwesterly line of North Ridge Avenue;

Thence southeasterly along said southwesterly line to the southeasterly corner of Lot 4, in Nicholas Kranz's Subdivision;

Thence southwesterly along the southeasterly line of said Lot 4, said southeasterly line being also the northwesterly line of a public alley, a distance of 119.00 feet to the southwesterly corner of said Lot 4;

Thence southerly along a straight line to the northeasterly corner of Lot 6 in said Nicholas Kranz's Subdivision;

Thence southeastwardly along a straight line, a distance of 44.00 feet to the westerly line of the alley, 20.00 feet wide;

Thence southerly along said westerly line of the public alley to the north line of West Ardmore Avenue;

Thence southerly along a straight line to a point on the south line of West Ardmore, which point is 91.00 feet east of the easterly line of North Clark Street, as widened;

Thence southerly, southeastwardly and southwardly along the west line of a public alley to the north line of West Victoria Street;

Thence southwardly along a straight line to a point on the south line of said West Victoria Street, which point is 99.06 feet east of the easterly line of North Clark Street, as widened;

Thence southeastwardly along the westerly line of the public alley to the north line of West Hollywood Avenue;

Thence southerly along a straight line to a point on the south line of said West Hollywood, which point is the northeast corner of Lot 30 in Block 1 of Bryn Mawr Addition to Edgewater;

Thence southeastwardly along the westerly line of a public alley, which westerly line is 116.15 feet easterly of said easterly line of North Clark Street to the north line of West Bryn Mawr Avenue;

Thence southerly along a straight line to a point on the south line of West Bryn Mawr, which point is 125.00 feet east of the east line of said North Clark Street;

Thence south along the west line of a public alley to the north line of Lot 10 in the division of the north 10 acres of the northwest quarter of the northwest quarter of said Section 8;

Thence east along said north line of Lot 10 to a point which is 117.00 feet, as measured along said north line, east of the easterly line of said North Clark Street;

Thence southeastwardly along a straight line to a point on the south line of said Lot 10, which point is 124.00 feet, as measured along said south line, east of said easterly line of North Clark Street;

Thence southwardly along a straight line, which line is 206.00 feet west of and parallel with the east line of Lots 11, 12, 13 and 14 in said division of the north 10 acres, and also along said parallel line extended south to the south line of West Gregory Street;

Thence east along said south line to a point which is 137.73 feet, as measured along said south line, east of the east line of said North Clark Street;

Thence south along the west line of a public alley to the north line of West Catalpa Avenue;

Thence southerly along a straight line to a point on the south line of West Catalpa Avenue, which point is 122.00 feet, as measured along said south line, east of said easterly line of North Clark Street;

Thence southeastwardly along the west line of a public alley and the southward extension thereof to the south line of Balmoral Avenue;

Thence continuing southwardly along said west line of the public alley to the north line of West Foster Avenue;

Thence west along said north line to the east line of the public alley, which east line is 124.80 feet, as measured along said north line, west of the westerly line of North Clark Street;

Thence north along said east line of the public alley and the northward extension thereof to the north line of Balmoral Avenue;

Thence east along said north line to the east line of the public alley, which east line is 125.00 feet, as measured along said north line, west of the westerly line of said North Clark Street;

Thence northwardly along said east line of the public alley to the south line of Lot 13 in Belle View Subdivision;

Thence west along said south line to the southwest corner of said Lot 13;

Thence northwardly along the east line of a public alley to a point on said east line, said point being also the northwest corner of Lot 3 in said Belle View Addition;

Thence east along the north line of said Lot 3, a distance of 4.00 feet;

Thence north along the east line of a public alley, 24 feet wide, to the northerly terminus of said alley;

Thence west along the northerly terminus of said alley, to the west line of Lot 1 in said Belle View Subdivision;

Thence north along the west line of said Lot 1, a distance of 14.00 feet;

Thence west along the north line of Lot 28 in said Belle View Subdivision, to the east line of North Ashland Avenue, as widened;

Thence north along said east line to the centerline of West Bryn Mawr Avenue;

Thence west along said centerline to the centerline of said North Ashland Avenue;

Thence north along said centerline to the eastward extension of the north line of Rosehill Drive;

Thence west along said eastward extension and along the north line of Rosehill Drive to the centerline of vacated 14.00 feet wide public alley, which centerline is 149.66 feet west of the westerly line of North Clark Street, as widened, (as measured along said north line of Rosehill Road);

Thence north along said centerline of the vacated alley to the westward extension of the south line of Lot 17 in Barrett and Galloway's Resubdivision of Block 7;

Thence east along said westward extension to the southwest corner of said Lot 7;

Thence north along the west line of Lots 1 through 7 in said Barrett and Galloway's Resubdivision and along the northward extension of said west line to the north line of West Thorndale Avenue;

Thence west along said north line to the easterly line of the public alley, which easterly line is 125.00 feet west of the west line of North Clark Street, as widened (as measured along said north line of Thorndale Avenue);

Thence northwardly along said easterly line of the public alley to the intersection with the northeasterly line of another public alley, which northeasterly line is 86.50

feet southwesterly of the southwesterly line of Ridge Avenue, as widened; east line of North Paulina Street;

Thence north along said east line, a distance of 23.68 feet to an angle point in said east line of said North Paulina Street;

Thence northeastwardly along said east line of North Paulina Street and along the northeastward extension thereof to the northerly line of Ridge Avenue;

Thence northwestwardly along said northerly line of Ridge Avenue to the south line of West Peterson Avenue;

Thence east along said south line to the southward prolongation of the east line of the public alley, which east line is 96.00 feet west of the west line of North Clark Street, as widened, as measured along the north line of said West Peterson Avenue;

Thence north along said southward prolongation and along the east line of said public alley to the northwest corner of Lot 17 in Baer's Addition to Chicago;

Thence west along a straight line to the east line of the public alley, 16.00 feet wide;

Thence north along said east line, a distance of 163.35 feet;

Thence east along a straight line to said west line of North Clark Street, as widened;

Thence north along said west line, a distance of 148.00 feet;

Thence west along a straight line, a distance of 114.00 feet;

Thence north along a straight line, a distance of 148.00 feet;

Thence west along a straight line to a point which is 125.00 feet west of the west line of North Clark Street, as widened;

Thence north along a straight line to the north line of Glenlake Avenue;

Thence east along said north line to a point which is 96.00 feet, as measured along said north line, west of the west line of North Clark Street, as widened;

Thence north along the east line of the public alley to the eastward extension of the north line of the public alley, being also here the south line of Parcel No. 14-06-217-019;

Thence west along said north line to the east line of the public alley;

Thence north along said east line, a distance of 222.52 feet to the north line of said Parcel No. 14-06-217-019;

Thence east along said north line to the east line of the public alley;

Thence east along said south line, a distance of 96.00 feet to said west line of North Clark Street, as widened;

Thence north along said west line to the north line of West Thome Avenue;

Thence west along said north line, a distance of 91.00 feet to the east line of the public alley;

Thence northwardly and northwestwardly along said east line of the public alley and also along the northwestward extension thereof to the north line of West Highland Avenue;

Thence west along said north line to the southwest corner of Lot 14 in Block 1 of the Columbian Land Association Addition to Highridge, said southwest corner being also on the east line of a public alley, 16.00 feet wide;

Thence north along said east line to the centerline of West Devon Avenue;

Thence east along said centerline to the west line of the southwest quarter of Section 32, aforesaid;

Thence north along said west line of the southwest quarter, said west line being also the centerline of Ashland Avenue, extended south, to the westward extension of the south line of Schreiber Avenue;

Thence east along said westward extension and along the south line of said Schreiber Avenue, a distance of 165.32 feet to the west line of the public alley, 16.00 feet wide;

Thence south along said west line to the south line of the public alley, 16.00 feet wide;

(Excepting from the last three described lines a parcel of land comprised of a part of Lots 4 and 5 which parcel adjoins the south line of said Schreiber Avenue and is commonly identified as 11-32-324-007);

Thence east along said south line of the public alley, which south line is 122.30 feet north of and parallel with the north line of West Devon Avenue to the west line of the southward extension of Bosworth Avenue;

Thence south along said southward extension to the north line of Devon Avenue;

Thence east along said north line to the east line of the public alley;

Thence north along said east line of the public alley to a point which is 130.00 feet north of said north line of West Devon Avenue;

Thence east along a straight line to the west line of said North Greenview Avenue;

Thence continuing east to a point on the east line of said North Greenview Avenue, which point is 124.00 feet north of said north line of West Devon Avenue;

Thence east along the south line of a public alley and the eastward extension thereof to the east line of North Newgard Avenue;

Thence south along said east line to a point which is 100.00 feet north of said north line of West Devon Avenue;

Thence east along a straight line to the west line of North Magnolia Avenue;

Thence south along west line to the north line of said Devon Avenue;

Thence east along said north line to the east line of the southwest quarter of said Section 32;

Thence south along said east line of the southwest quarter to the south line of Sheridan Road;

Thence east along said south line to a point of beginning.

Excepting from the above described boundaries the properties identified as follows:

1415 West Devon	Parcel No. 14-05-101-014
1417 West Devon	Parcel No. 14-05-101-013
1421 West Devon	Parcel No. 14-05-101-012
1435 West Devon	Parcel No. 14-05-101-006
1437 West Devon	Parcel No. 14-05-101-005
1210 West Elmdale	Parcel No. 14-05-128-074
5500 North Broadway St. Ita's Church and adjacent properties	Parcel Nos. 14-08-106-018 through 022
5804 North Broadway	Parcel No. 14-05-315-038
5808 North Broadway	Parcel No. 14-05-315-036
5813 -- 5821 North Broadway	Parcel No. 14-05-400-030
5822 North Broadway	Parcel No. 14-05-315-032

5850 North Broadway	Parcel No. 14-05-315-025
5851 -- 5853 North Broadway	Parcel Nos. 14-05-100-007, 029 and 028
5857 North Broadway	Parcel No. 14-05-400-005
5917 North Broadway	Parcel No. 14-05-400-003
5532 North Broadway	Parcel No. 14-08-106-014
5521 North Broadway	Parcel No. 14-08-200-007
5515 North Broadway	Parcel No. 14-08-200-010
6040 North Clark	Parcel Nos. 14-06-222-070, 072 and 073
5739 North Clark	Parcel No. 14-05-316-004
5445 North Clark	Parcel Nos. 14-08-108-004, 005 and 006
6200 -- 6248 North Clark	Parcel No. 14-06-211-007
5733 -- 5735 North Clark	Parcel No. 14-05-316-005

And also excepting all tax exempt properties falling within the above described boundaries, as said properties are identified by the Cook County Assessor's Office.

EXECUTION OF AGREEMENT WITH ILLINOIS DEPARTMENT
OF TRANSPORTATION FOR FISCAL YEAR 1990
HIGHWAY PLANNING SERVICES.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of the annual agreement for highway planning services between the State of

Illinois and City of Chicago for State Fiscal Year 1990, 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Section 104(f) of Title 23 U.S.C. (i.e., Federal-Aid Highway Section of the U. S. Code) provides for highway planning funds, generally known as PL funds, to be apportioned to the State of Illinois for the purpose of carrying out Section 134 of Title 23 U.S.C.; and

WHEREAS, The Governor of the State of Illinois, pursuant to Title 23 C.F.R. 450.106, has designated the Chicago Area Transportation Study (C.A.T.S.) as the Metropolitan Planning Organization (M.P.O.) for the six-county northeastern Illinois region; and

WHEREAS, The State of Illinois has allocated PL funds to C.A.T.S. as the M.P.O., and the M.P.O., in turn, has allocated an amount not to exceed \$243,950 in PL funds to cover 85 percent of the costs to the City of Chicago for planning and programming the City's highway needs; and

WHEREAS, The City of Chicago will provide the 15 percent local match in the amount not to exceed \$43,050; now, therefore,

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

SECTION 1. The Agreement for Planning Services between the State of Illinois, acting by and through its Department of Transportation, and the City of Chicago, which Agreement is incorporated herein by reference, which provides financial assistance to the City in the amount not to exceed \$287,000 of which \$243,950 (85%) is the State's share, and \$43,050 (15%) is the City's share, is hereby approved.

SECTION 2. The Mayor is authorized to execute, the City Clerk to attest, the Commissioner of Public Works and the City Comptroller to approve, upon review of the Corporation Counsel as to form and legality, the Agreement for Planning Services.

SECTION 3. The Commissioner of Public Works is authorized and directed to carry out the provisions of said Agreement and to enter into a Memorandum of Agreement with the State of Illinois and the Chicago Area Transportation Study which is appended to said Agreement for Planning Services.

SECTION 4. The Commissioner of Public Works is authorized and directed to execute any supporting documentation required by state and federal governments to implement the terms and provisions of said Agreement for Planning Services, and to amend said Agreement provided that there is no net change in the total dollar amount of the grant.

SECTION 5. The City's matching share in the amount not to exceed \$43,050 will be in the form of cash match from Fund 100.

SECTION 6. The City Comptroller is authorized to disburse grant funds in accordance with the budget of the Agreement for Planning Services.

SECTION 7. This ordinance shall be in full force and effect from the date of its passage.

Agreement attached to this ordinance reads as follows:

Agreement For Planning Services

Between

The City Of Chicago, Acting By And Through Its

Its Department Of Public Works

And

The State Of Illinois, Acting By And Through Its

Department Of Transportation.

This Agreement, entered into as of the ____ day of _____, 1989 by and between the City of Chicago, acting by and through the Department of Public Works, hereinafter called the City, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the Department, is for regional transportation and related planning activities in the County of Cook in Illinois, called the planning area, and particularly in the designated urbanized area of the planning area.

Witnesseth:

Whereas, The Department is mandated by law to develop transportation plans and programs in cooperation with federal, state and local agencies; and

Whereas, Section 104(f) of Title 23 U. S. C. has authorized through the State of Illinois, additional funding to carry out Section 134 of Title 23 U. S. C.; and

Whereas, The State of Illinois shall make this funding available to the metropolitan planning organization responsible for carrying out Section 134 of Title 23 U. S. C.; and

Whereas, The Governor of the State of Illinois has designated the Chicago Area Transportation Study, hereinafter called the Study, as the Metropolitan Planning Organization for the urbanized areas of northeastern Illinois; and

Whereas, The Chicago Area Transportation Study has allocated \$243,950 for the one year period ending June 30, 1990, through the Unified Work Program to the City for the work described in Appendix I; and

Whereas, The City has specialized expertise in the area of transportation planning and the associated services, and thereby the necessary technical skills;

Now, Therefore, The parties hereto do mutually agree as follows:

1. Employment of City. The City hereby agrees to perform the services described in Appendix I, which is attached hereto and made a part of this Agreement and as set forth in the approved Unified Work Program for the urbanized area. The Unified Work Program is by reference incorporated herein and made a part of this Agreement.
2. Services of Study. The Study shall assist the City in securing data and source materials necessary to the effective accomplishment of the transportation planning process.
3. Responsibilities of the City.
 - A. The City, or an approved subcontractor, shall perform and carry out, in a satisfactory and proper manner, as determined by the Department, the services specified by this Agreement and in Appendix I, which is attached hereto and made a part of this Agreement. In performing the services specified by this Agreement, the City shall follow generally accepted planning practices consistent with the highest professional and technical standards.
 - B. The City represents that it has, or will secure, all personnel required in performing the services under this Agreement. In the event that the City is unable to secure the required personnel to perform the services under this Agreement, the Department agrees that portions of the services covered by this Agreement could be subcontracted to another agency/agencies or individual subject to the requirements of paragraph 15 of this Agreement. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - C. The City, upon request of the Department, shall furnish to the Department copies of all pertinent data, mathematical models and programs, forecasts, estimates of cost and computations, computer program source and object decks, and documentation in the form of reports generated within the framework of this study.

- D. The City shall comply with the Nondiscrimination Provisions and Minority Business Enterprise Policy as described in Appendix II and the Certification Regarding Debarment, Suspension, and Other Responsibility Matters as described in Appendix III, which are attached hereto and made part of this Agreement.
 - E. The City shall provide an organizational chart and a listing of position titles and a salary schedule for each title. The above data shall be identified as Appendix IV which is attached hereto and made a part of this Agreement.
 - F. The City shall provide the Department with a Line Item Budget for the City's total program, such budget to be separated into total direct costs and indirect costs. The Line Item Budget shall cover the term of this Agreement and shall be identified as Appendix V of this Agreement.
 - G. The City shall expeditiously and to the best of its ability pursue the work with the objective of completing all the work within the allotted time.
 - H. The City shall use its best efforts in order to assure that all work performed under this Agreement is documented to the extent that the Department can carry on subsequent functions.
4. Time and Performance. The services of the City shall commence upon written notification by the Department and shall be completed by June 30, 1990.
5. Compensation. The City agrees to perform all the services set forth and described in Appendix I of this Agreement. The work covered by this Agreement shall not exceed \$287,000 of which the Department shall reimburse the City eighty-five percent (85%) or \$243,950 maximum, and the City shall contribute fifteen percent (15%) or \$43,050 (see Appendix V for projected funding sources). The City shall receive, as full payment for completing the work required of it under this Agreement (except for Additional Work or Extra Work), reimbursement of its eligible Actual Costs to the extent they are in compliance with Federal Procurement Regulations, Subparts 1-15.1 and 1-15.7 and Federal Highway Program Manual 1-4-5; 1-7-2; and 4-1-2; subject to an Upper Limit of Compensation of \$243,950.
- A. The City shall be reimbursed for direct labor costs incurred in fulfilling the terms of this Agreement.
 - B. The City shall be reimbursed for direct non-labor costs incurred in fulfilling the terms of this Agreement such as, but not limited to the following:

- (1) Expenses for travel, meals, and lodging, authorized by the City shall be reimbursed. Travel expenses in conjunction with travel essential in fulfilling the terms of this Agreement shall be paid in accordance with the travel policy of the City. Before submitting invoices to the Department for payment the City shall submit its travel policy for approval by the Department. Commuting travel between office and place of residence is not included. The City will be required to retain receipts for reimbursement of travel expenses. The total travel costs chargeable to this contract are estimated to be \$0.
- (2) Communications, including telephone, telegraph, postage, parcel post, and freight, package express and railway express. General office supplies, reproduction, including, but not limited to, photographs, prints and offset work. Rental of equipment owned by the City at established rates but exclusive of profit. This may include, but not be limited to, specialized cartographic equipment and miscellaneous office machines.
- (3) Expenses for materials necessary to carry out the work shall be reimbursed. Receipts for materials shall be retained.

C. The City shall be reimbursed for indirect salary costs, indirect non-salary costs and overhead.

Before submitting invoices to the Department for payment, the City shall submit for approval the following to the Department:

- (1) The method used by the City to segregate and accumulate the costs related to direct salary and to segregate and accumulate the indirect (or overhead) costs.
- (2) The established practice to be used by the City in the allocation of these costs to the work elements of the Unified Work Program.

6. Method of Payment. The City shall submit invoices monthly for services performed during each month. A progress narrative for each of the activities in Appendix I in a format mutually agreed upon by the City and the Study shall be submitted quarterly. Quarterly estimates of cost and progress reports must be submitted to the Study within 45 days of the end of each

quarter. All monthly invoices shall be supported by a statement of costs incurred by the City in the performance of this Agreement and claimed to constitute allowable costs. The Department will cause progress payments to be made in accordance with such invoices within forty-five (45) days less any withholding amounts. The Department will continue to withhold ten percent (10%) of all progress payments for any expenses incurred by the City, under this Agreement involving activities related to transportation planning, programming and management until a document reporting final results is submitted to the Study by the City. An approved copy of the document shall be submitted to the Department by the City and the Department shall review and submit comments to the City within thirty (30) days from the receipt of a document. If the Department fails to respond within that time, the City can assume acceptance by the Department. The City shall submit a final invoice for costs incurred under this Agreement within 90 days of the termination of this Agreement. Final payment shall be made upon determination by the Department that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of the City's records as provided for in Item 9. All record keeping should be in accordance with sound accounting standards.

7. F.H.W.A. Participation. This Agreement contemplates participation by the F.H.W.A. in costs incurred by the City in the performance of work activities covered by this Agreement. No obligation for costs not reimbursable by the F.H.W.A. shall be knowingly entered into and billed to the Department for reimbursement. Incurred costs which are not reimbursable by the F.H.W.A. will be the sole responsibility of the City.
8. Appropriation. Obligations of the State will cease immediately without penalty or further payment being required if in any fiscal year the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement.
9. Audit and Inspection of Records. The City shall, on an annual basis, conduct an independent audit of its operations in accordance with O.M.B. Circular A-128. The City and its subcontractors shall preserve and produce upon request of the authorized representatives of the Department or the F.H.W.A., all data, records, reports, correspondence and memoranda of every description of the City relating to carrying out this Agreement for the purposes of an audit, inspection or work review for a period of three years after completion of the project.
10. Termination of Contract. The Department reserves the right to terminate this Agreement at any time by giving the City thirty (30) days written notice of such termination. In the event of said termination, the Department shall be liable only for the services rendered to the date of the termination based upon fees described herein. It is understood that all completed or partially completed drawings, records, computations, reports, and other material the

City has collected or compiled shall become the exclusive property of the Department.

11. Changes. The Department or City may, from time to time, request changes in the scope of services of the City to be performed hereunder.

Such changes (including revision to the completion schedule, an increase or decrease in the amount of compensation for any four or six-digit U.W.P. work element, or any increase or decrease in the amounts shown in Appendix IV) which are mutually agreed upon by and between the Department and the City shall be made with the mutual agreement of the parties to this Agreement evidenced by letters from each to the other provided that: 1) appropriate amendments are made to the FY 90 Northeastern Illinois Unified Work Program; and 2) the total limiting amount of compensation specified in this Agreement is unchanged.

Increases or decreases in the total amount of compensation, which are reviewed and approved by the Unified Work Program Committee of the Chicago Area Transportation Study, mutually agreed upon by and between the Department and the City, and approved by the responsible federal agencies as appropriate, shall be incorporated in written amendment to this Agreement.

12. Assignability. The City shall not assign any interest in this Agreement.
13. Interest of City. The City covenants that it presently has no interest, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.
14. Findings Confidential. Any reports, information, data, etc., given to or prepared to be assembled by the City under this Agreement which the Department requests to be kept confidential shall not be made available to any individual or organization without prior approval of the Department.

15. Publication Provisions.

- A. General.

1. Copyright. The City shall be free to copyright material developed under the agreement with the provision that the Department and Federal Highway Administration reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

2. Acknowledgement and Disclaimer Statements. All reports published by the Department and/or the City shall contain the following:

a. An acknowledgement such as "prepared in cooperation with the U. S. Department of Transportation, Federal Highway Administration and the Illinois Department of Transportation".

b. A disclaimer statement similar to the following:

"The contents of this report reflect the views of the author who is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Illinois Department of Transportation or the Federal Highway Administration. This report does not constitute a standard, specification or regulation."

16. Subcontracting and Specialized Services.

- A. All subcontracts shall contain those applicable provisions which are required in this contract.
- B. The Department and the Federal Highway Administration shall have the right to review and approve all subcontracts prior to execution by the City and the subcontractor. However, subcontracts of a minor nature incidental to a particular work task requiring expertise not available within existing staff shall require prior approval of the Department with informational notice provided F.H.W.A. by the Department.
- C. No approval is necessary for nonprofessional or incidental services such as reproduction, printing and other services provided by others.
- D. The value of the work performed by the City with its own staff or by subcontracts with other public agencies shall not be less than fifty (50) percent of the Agreement amount, excluding special services. Special services are those not ordinarily furnished by the City.
- E. If subletting of any portion of this Agreement is proposed by the City, prior written approval of the Department and/or F.H.W.A.

shall in no way relieve the City from prior responsibility for performance of the work.

17. Relationship with Others. The City shall cooperate fully with the Department, municipalities, local government officials, transit operators and others as directed by the Department. It is understood that F.H.W.A. shall have access to the work performed and shall be furnished information as their interests may require.
18. Responsibility for Claims and Liability. The City shall be responsible to pay for all labor, material, supplies and related costs incurred and for any and all damages to property or persons arising out of the wrongful or negligent prosecution of the work under this Agreement and shall indemnify and save harmless the Department or other governmental agencies, their officials, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. These indemnities shall not be limited by the listing of any insurance coverage.
19. Settlement of Claims. In any case where the City deems that extra compensation will be due it for services or materials not covered in the Agreement nor ordered in writing by the Department as an extra, the City shall notify the Department in writing before it begins the work on which it proposed to base the claim. If such notification is not previously given or if the claimed costs are not separately and strictly accounted, the City hereby agrees to waive the claim for such extra compensation. However, such notice or accounting by the City shall not in any way be construed as proving the validity of its claim.
20. Disputes. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiation between the liaison personnel of the signatory parties. In the event that Agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary to the Department. The Department shall decide all claims, questions and disputes of whatever nature which are referred to it relative to the interpretation of the plans or the prosecution and fulfillment of this Agreement on the part of the City. The Department decision upon all claims, questions and disputes shall be final and conclusive. This shall not be construed to abrogate the City's right under law.
21. Employment of the Department's Personnel. The City will not employ any person or persons currently employed by the Department for any work required by the terms of this Agreement without the written permission of the Department.

In Witness Whereof, The Department and the City have caused this Agreement to be executed on the day and year written below with the express understanding and mutual

agreement that the total maximum reimbursement to the City by the Department shall not exceed \$243,950.

[Signature forms omitted for printing purposes.]

[Appendices I through VI attached to this Agreement printed on pages 2401 through 2413 of this Journal.]

RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH INTERNATIONAL BROTHERHOOD
OF CARPENTERS, LOCAL NUMBER 112.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 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 collective bargaining agreement between the City of Chicago and the International Brotherhood of Carpenters, 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:

(Continued on page 2414)

*Appendix I.**Scope Of Services.*

The City shall, during the period described in paragraph 4 of this Agreement, perform the following activities as described in the "Unified Work Program for Transportation -- Northeastern Illinois, Fiscal Year 1990" approved by the Policy Committee of the Chicago Area Transportation Study.

Work Element	Total PL Budget
0001.01 U.W.P. Development and Monitoring	\$12,000
2311.06 Transportation Infrastructure Inventory	40,000
4326.01 Urban Congestion Reduction Planning	15,000
5351.01 Five-Year TIP/Annual Element Development and Update	50,000
5351.07 Preliminary Project Development	40,000
5353.05 TIP Monitoring	40,000
5357.03 Alternative Capital Financing Techniques	10,000
6331.01 Short Term Assistance	35,000
6332.25 Neighborhood Transportation Infrastructure Needs Study	35,000
6332.46 Arterial Street System Plan -- Phase III	10,000
	<hr/>
TOTAL:	\$287,000

Final Products And Completion Dates

- Technical Report on Alternative Capital Financing Techniques (06/30/90)
- List of street projects for programming/implementation (06/30/90)
- Report on recommendations and results of implementation efforts (06/30/90)
- Technical Report and City Classification Map (06/30/90).

The City shall notify and make copies of all final reports submitted to the Department available to all agencies and individuals participating in developing the Northeastern Illinois Transportation Improvement Program. Notification of availability shall include, but not be limited to, the members of the Northeastern Illinois Planning Commission, the Chicago Area Transportation Study Policy Committee, the Northeastern Illinois Regional Transportation Authority, all initiators of projects as defined in 23 C.F.R. 450.310, and all federal agencies contributing to the Unified Transportation Planning Work Program.

Appendix II.

Nondiscrimination

And

Equal Employment Opportunity

Provisions.

I. Nondiscrimination (Civil Rights Act of 1964 as Amended).

During the performance of this Agreement, the City agrees as follows:

- A. Compliance with Regulations: The City will comply with Regulations of the Department of Transportation related to nondiscrimination in federally-assisted programs of the Department of Transportation 49 C.F.R. 21 (through Appendix H) and 23 C.F.R. 710.405(b) hereinafter

referred to as the Regulations, which are incorporated by reference and made a part of this Agreement.

B. Employment Practices:

1. The City will not discriminate against any employee or applicant for employment because of race, color, or national origin. The City will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, or national origin. Such action shall include, but not be limited to the following: upgrading, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation or benefits, selection for training or apprenticeship, use of facilities and treatment of employees. The City agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this employment practices clause.
2. The City will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, or national origin.
3. The City will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers representative of the City's commitments under this employment practices provisions, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

C. Selecting of Subcontractors, Procurement of Materials and Leasing of Equipment:

1. The City, with regard to the work performed by it after award and prior to completion of the Agreement work, will not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The City will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
2. In all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract,

including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the City of the City's obligations under this Agreement and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

- D. Information and Reports: The City will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the F.H.W.A. to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify the Department, or the F.H.W.A. as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Incorporation of Provisions: The City will include these additional required Agreement provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or order, or instructions issued pursuant thereto. The City will take such action with respect to any subcontract, procurement, or lease as the Department or the F.H.W.A. may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event the City becomes involved in, or is threatened with, litigation with a subcontractor, supplier or lessor as a result of such directed action, the City may request the Department to enter into such litigation to protect the interest of the Department, and in addition, the City may request the United States to enter into such litigation to protect the interests of the United States.
- F. Sanctions for Noncompliance: In the event the City's noncompliance with the nondiscrimination provisions of this Agreement and Sections A through E above, the Department shall impose such Agreement sanctions as it or the F.H.W.A. may determine to be appropriate, including but not limited to:
1. Withholding of payments to the City under this Agreement until the City complies; and/or
 2. Cancellation, termination or suspension of this Agreement in whole or in part.

II. Equal Employment Opportunity (E.E.O.).

In the event of the City's noncompliance with any provision of this E.E.O. clause, the Illinois Department of Human Rights (I.D.H.R.) Rules and Regulations for Public Contracts, the City may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed and remedies invoked as provided by statute or regulation.

During the performance of this Agreement, the City agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the I.D.H.R.'s Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service.
- D. That it will send to each organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the City's obligations under the I.D.H.R. and the Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the City in its efforts to comply with such Act and Rules and Regulations, the City will promptly notify the I.D.H.R. and the Department and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- E. That it will submit reports as required by the I.D.H.R. Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the I.D.H.R. or the Department, and in all respects comply with the I.D.H.R. Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the Department and the I.D.H.R. for purposes of investigation to ascertain compliance with the I.D.H.R. Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of paragraphs A through G of this clause in every performance subcontract as defined in Section 2.10(b) of the I.D.H.R.'s Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs A, E, F and G in every supply subcontract and defined in Section 2.10(a) of the I.D.H.R.'s Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Agreement, the City will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the Department and the I.D.H.R. in the event any subcontractor fails or refuses to comply therewith. In addition, the City will not utilize any subcontractor declared by the I.D.H.R. to be nonresponsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to two types of subcontracts referred to under paragraph G above, following is an excerpt of Section 2 of the I.D.H.R.'s Rules and Regulations for Public Contracts:

The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- (b) under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.

III. Minority Business Enterprise Policy.

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. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this contract.

The contractor agrees 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 contract. In this regard, the contractor 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 this contract. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The contractor shall include the provisions of the Appendix in every subcontract, including procurement of materials and leases of equipment.

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

Appendix III.

Certification Regarding Debarment, Suspension

And Other Responsibility Matters.

Instructions For Certification.

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 8 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension And
Other Responsibility Matters -- Primary Covered Transactions.

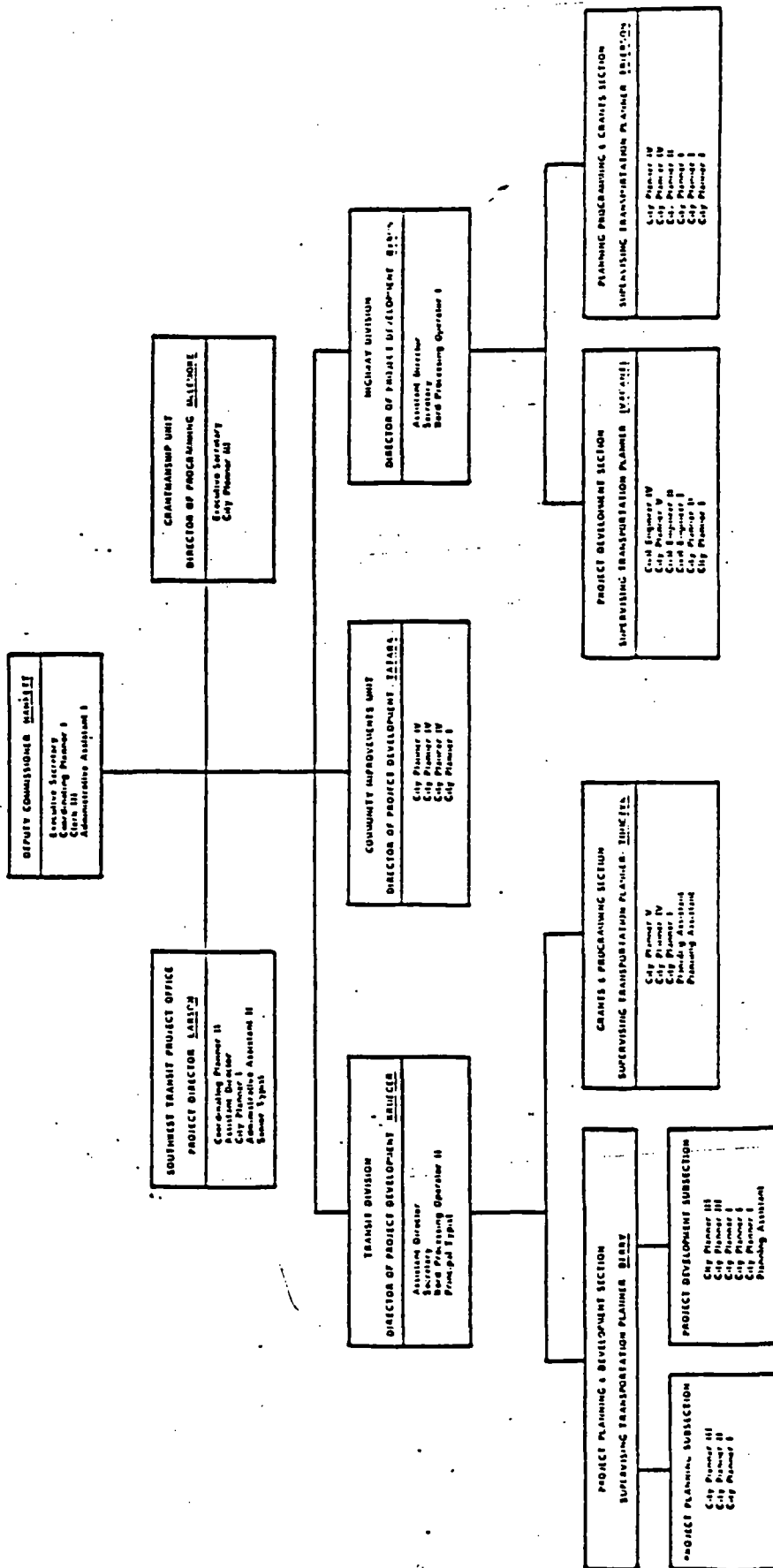
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction: violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

*Appendix IV.**City Of Chicago**Department Of Public Works**Subregional FY 89 -- 90 "H.P.R." Program.*

Position Title	Salary Range
Director of Project Development	\$39,312 -- \$53,448
Assistant Director of Project Development	\$35,928 -- \$48,936
Director of Programming	\$39,312 -- \$53,448
Supervising Transportation Planner	\$32,568 -- \$44,808
Civil Engineer V	\$32,568 -- \$44,808
Civil Engineer II	\$24,300 -- \$34,224
Civil Engineer I	\$22,044 -- \$31,032
City Planner V	\$29,568 -- \$41,052
City Planner IV	\$26,820 -- \$37,608
City Planner III	\$24,300 -- \$34,224
City Planner II	\$22,044 -- \$31,032
City Planner I	\$19,956 -- \$26,820
Planning Assistant	\$17,280 -- \$23,820

APPENDIX IV

DEPARTMENT OF PUBLIC WORKS
BUREAU OF TRANSPORTATION
PLANNING & PROGRAMMING



*Appendix V.**Line Item Budget**D.P.W.**Total Agency Costs
(January 1, 1989 -- June 30, 1990).*

A. Direct Labor	\$114,910
B. Direct Nonlabor	
1. Fringe Benefits (_____ of Line A)	\$
2. Contractual Services	
3. Formal Contracts	
4. Travel	
5. Other	
Subtotal	
C. Total Direct Cost	\$114,910
D. Indirect Labor	
E. Indirect Nonlabor	
1. Fringe Benefits (_____ of Line D)	\$172,090

2.	Contractual Services	
3.	Travel	
4.	Equipment and Supplies	
5.	Telecommunications	
6.	Formal Contracts	
7.	Other	
	Subtotal	\$172,090
F.	Total Indirect Costs	\$172,090
G.	Total Agency Costs	\$287,000

Appendix VI.

Projected Funding.

Federal Metropolitan Planning	(PL) Funds	\$243,950	85%
	City Funds	<u>\$43,050</u>	<u>15%</u>
	Total Funds:	\$287,000	100%

(Continued from page 2400)

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The collective bargaining agreement between the City of Chicago and the International Brotherhood of Carpenters, Local Number 112, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is authorized and directed to execute said agreement on behalf of the City of Chicago.

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".

City Of Chicago

Agreement With

International Brotherhood Of Carpenters,

Local Number 112.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the International Brotherhood of Carpenters, Local Number 112 (hereinafter called the "Union"), for the purpose of establishing, through the process of collective bargaining certain provisions covering wages and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1.

Recognition.

Section 1.1 Recognition.

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Building Inspector

Construction Inspector

Supervisor of Building Inspectors

Construction Inspector Supervisor

Chief of Building Inspections

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Section 1.2 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 1.3 Traditional Work.

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another union will not perform the work of said employees. For example, if a Building Inspector is on vacation, a Clerk shall not be assigned as a replacement Building Inspector. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Article 2.

Management Rights.

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations; to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Nondiscrimination.

Section 3.1 Equal Employment Opportunities.

The Union and the Employer agree to work cooperatively to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect in said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely affect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or membership or non-membership in or activity on behalf of the Union.

Section 3.3 Grievances.

Grievances by employees alleging violations of this Article shall be resolved through Step II of the grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed to by the parties, except that grievances alleging discrimination as a result of activity on behalf of the union may be forwarded to arbitration. Nothing shall preclude an employee who is appealing a disciplinary action of 10 days or less in accordance with the review procedures described in Article 18 from contending that disciplinary action has resulted from discrimination.

Article 4.

Wages.

Section 4.1

The following wage changes will be instituted:

1. Full time employees on the payroll on the date of ratification by the Union will each receive a lump sum payment of \$650 no later than the second pay period after ratification by the City Council, it being understood that contributions to the Municipal Employees or applicable Annuity and Benefit Fund will not be made relative to this lump sum payment.

2. In 1988, a 1% increase will be granted to all employees, effective July 1, 1988.

3. In 1989, a 3% increase will be granted to all employees, effective July 1, 1989.

4. In 1990, a 2% increase will be granted to all employees, effective July 1, 1990, and a 2½% increase effective October 1, 1990.

5. In 1991, a 3% increase will be granted to all employees, effective July 1, 1991, and a 4% increase effective October 1, 1991.

The salary schedules for job classifications covered by this Agreement are appended hereto as Exhibit B (effective July 1, 1988), Exhibit C (effective July 1, 1989), Exhibit D (effective July 1, 1990), Exhibit E (effective October 1, 1990), Exhibit F (effective July 1, 1991), and Exhibit G (effective October 1, 1991).

Section 4.2 Acting In Higher-Rated Job.

Any employee covered by this Agreement who is directed or permitted to perform substantially all of the duties of a higher classification for more than 10 working days shall be paid at the higher rate for all such time, retroactive to the first day of the assignment.

Section 4.3 Reporting Pay.

When salaried employees report for work and are unable to start work due to circumstances beyond their control, they shall not suffer any loss of pay provided they remain on the premises ready to work or until released by the Employer, where the employee has not been told at least 3 hours prior to the employee's starting time not to report for work.

Section 4.4 Call In Pay.

Employees called in for work outside their regular working hours shall be compensated for not less than 4 hours at the appropriate rate.

Article 5.

Hours Of Work And Overtime.

Section 5.1 Workday And Workweek.

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 Midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 Midnight the following Sunday. The normal workday shall begin at 8:00 A.M. and end at 4:30 P.M., as determined by the Employer.

The Employer may change the time of its normal workday or workweek upon reasonable notice to, and upon request, discussion with the Union, with the approval of the Director of Labor Relations. Such changes shall not be made solely to avoid the payment of overtime.

Such notice shall be given in writing to the Union at least ten (10) days in advance of the proposed change. The Employer will not implement its proposed change until the Union has had a reasonable opportunity within said ten (10) day period to present its views and discuss the changes with the Employer.

Section 5.2 Overtime.

All work performed in excess of 40 hours worked per week; or in excess of eight (8) hours worked per day where the employee has 40 hours of work or excused absences; or on Saturday as such, when Saturday is not part of the employee's regular workweek; or on the sixth day worked, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly equivalent rate of pay.

All work performed on Sunday, when Sunday is not part of the employee's regular workweek; or the seventh consecutive day worked, shall be paid for at two (2) times the regular hourly equivalent rate of pay. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Distribution.

(a) Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the job classification at the work location being given the opportunity to work, provided the employee has the present ability to perform the work to the satisfaction of the Employer without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3 (a).

(c) During the Emergency Heat Program, the Employer shall wherever possible and practical assign overtime equally by work units to the extent this can be done.

Article 6.

Holidays.

Section 6.1 Current Holidays.

Full-time salaried employees shall receive the following days off without any change in their regular salary:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Casimir Pulaski Day
6. Good Friday

7. Memorial Day
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veterans' Day
12. Thanksgiving Day
13. Christmas Day

provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of such days with the Employer's permission. Such permission shall not be unreasonably denied.

Section 6.2 Payment For Holiday.

If an employee is scheduled to work on any calendar holiday he/she shall be paid at the rate of two and one-half (2-1/2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

Section 6.3 Failure To Report To Work On Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Holidays which fall on Saturday will be observed on the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday.

Whenever said holiday falls during an employee's vacation period and the employee does not want to extend his/her vacation, the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, subject to the same provisions stated in Section 6.1.

Section 6.5 Religious Day Accommodation.

An employee whose religious beliefs require that he/she not work when scheduled on a religious holiday, shall be granted said time off. The employee may use time earned or may take the day off without pay. An employee requesting this accommodation shall notify the Department Head or his/her designee in writing at least five (5) calendar days in advance of the religious holiday. If written notification occurs less than five (5) calendar days in advance of the religious holiday, said request shall be granted at the Employer's discretion based on operational needs. Such requests shall not be unreasonably denied.

Article 7.

Vacations.

Section 7.1

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. An employee will earn the following amounts of paid vacation, based on such employee's continuous service as of July 1, following his/her January 1 eligibility.

<i>Continuous Service As Of July 1</i>	<i>Vacation</i>
Less than 6 years	11 days (effective 1/1/89 -- 13 days)
6 years or more, but less than 14 years	16 days (effective 1/1/89 -- 18 days)
14 years or more	21 days (effective 1/1/89 -- 23 days)

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of continuous service in the preceding calendar year and is on the payroll as of January 1 of the current calendar year; or
2. The employee was separated from employment, other than for serious misconduct, during a calendar year in which the employee did not have twelve (12) months of continuous service.

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for serious misconduct, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Section 7.3 Retention Of Eligibility.

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer or such employee was on duty disability during the vacation period.

Section 7.4 Vacation Credit During Non-Work Period.

Employees who are terminated for serious misconduct are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5 Calculation Of Vacation Time.

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6 Vacation Selection.

Vacation picks will be granted by classification, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7 Credit For Prior Service.

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided a majority of other employees of the Employer receive such credit.

Article 8.

Continuous Service.

Section 8.1 Definition.

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence of one year or less or layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation, and

provided that nothing herein shall be inconsistent with Article 10.

Section 8.2 Interruption In Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days, unless employees are allowed to accumulate seniority under this Agreement. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority, shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break-In-Service.

Notwithstanding the provisions of any ordinance or rule to the contrary, continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee quits, is discharged, retires, does not actively work for the Employer for twelve (12) months (except for approved medical or Union leaves of absence and duty disability leaves), or is on layoff for more than twelve (12) consecutive months if the employee has less than five (5) years of service at the time of the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first twelve (12) months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after twelve (12) months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 8.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Article 9.

Group Health, Vision Care, Dental, Life And Accident Benefits.

The Employer shall provide to employees and their eligible dependents group health, vision care, dental, life (\$2,500) and accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

Effective July 1, 1988, or upon ratification of this Agreement, or implementation of the medical care plan, whichever is later, employees with dependents who are covered and not enrolled in an H.M.O. shall contribute \$2.00 per pay period, and employees with dependents who are covered and enrolled in an H.M.O. shall contribute \$1.50 per pay period. Employees without covered dependents shall make no contributions.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employers and insurance companies.

- b. A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the Employer and the Union.
- c. Optional coverage offered by a Health Maintenance Organization (H.M.O.) shall be made available to qualified employees. The Employer may offer coverage under more than one H.M.O. The employee's option of selecting an H.M.O. is subject to conditions for eligibility set by the H.M.O., notwithstanding anything in this Agreement to the contrary.
- d. Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.
- e. The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

Article 10.

Leaves.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three (3) consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as he/she is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United

States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, not to exceed fourteen (14) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of the Agreement.

Sick leave may be used for illness, disability, or injury of the employee. Sick leave may also be used for appointments with doctors, dentists, or other medical practitioners, or in the event of illness, disability or injury of a member of an employee's family or household for whom the employee's presence is needed, subject to reasonable rules of interpretation of the Employer.

Section 10.5 Personal Leave.

Non-probationary employees may apply for leave of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority and continuous service shall accumulate for employees on said leaves. Employees who return from said leave shall be reinstated to their former jobs subject to the layoff, recall and break-in-service provisions of this Agreement.

Section 10.6 Medical Leaves.

A. Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to (3) months, provided said leaves shall be renewable for like (3) month periods, for a total medical leave of absence up to one (1) year. Said medical leaves of absence may be extended beyond one year within the discretion of the Employer. The Employer may request satisfactory proof of medical leaves of absence. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work.

Employees who return from said medical leaves of absence promptly after their doctor's release within one year shall be reinstated to their former job classification if the Employer determines it is vacant or if it is then occupied by an employee of lower seniority. If the employee's former job is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to layoff, recall and break-in service provisions in this Agreement. If the employee returns to work promptly after their doctor's release after more than one year on a medical leave of absence, the employee shall be returned to his/her former job classification if the Employer determines it is vacant. If not, the employee will be placed on a list for reinstatement.

Seniority and continuous service shall accumulate for employees on medical leaves of absence for only up to one year. After one year, an employee on a medical leave of absence shall retain, but not accumulate, seniority and continuous service.

B. All employees who return from leaves of absence shall, as a condition of their return, have the present ability to perform the required work to the Employer's satisfaction without further training after a reasonable amount of orientation. If the employee returns from a leave of absence of thirty (30) days or less, the Employer will make every effort to return the employee to the employee's same or similar position and location.

Section 10.7 Union Leave.

The employer shall grant requests for leaves of absence for up to 3 employees for the purpose of service as Union Representatives or officers with the International or Local

Union for the duration of his/her appointment to the Union, provided reasonable advance notice in writing is given to the Employer. While on such leave the employee shall not incur a break in continuous service. An employee on said leave of absence shall not be eligible for any benefits as an employee. Employees who return from Union leave of absence shall have the same rights as employees who return from medical leaves of absence.

All employees who return from leaves of absence shall, as a condition of their return, have the present ability to perform the required work without further training after a reasonable amount of orientation.

Section 10.5 Duty Disability Leave.

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial duty disability payment within ten (10) working days upon receipt of verified authorization from the approving authority. Contingent upon continued verified authorization, subsequent payments will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to date the amount the employee was eligible to receive, less any other disability payments received by the employee subject to the same terms and conditions identified in this paragraph. Employees who return from said leaves shall be reinstated to their former job classification, if there is a vacancy in said classification or if a position in said classification is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement. An employee granted duty disability leave shall continue to receive full benefits for any period he/she is on said leave in accordance with current practice.

Article 11.

Grievance And Arbitration.

Except as in disciplinary provisions of Article 18, a difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner:

There shall be no interruption of the operations of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to advance the case to the next step. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. The Union shall send written notice to the Department Head notifying him/her of automatic advancement to the next step.

Before a formal grievance is initiated, the employee may discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I -- Immediate Supervisor.

- A. The employee and/or Union shall put the grievance in writing on the form to be supplied by Employer upon request, but in the absence of such a form, employee may submit the grievance in letter form within twelve working days of having knowledge of the event which gives rise to the grievance. The employee will indicate what section and part of the Agreement is in violation and the requested remedy, and submit the grievance to his/her immediate supervisor.
- B. Within five (5) working days of the written grievance, the immediate supervisor will notify the employee and the Union in writing of the decision.

Step II.

- A. If the grievance is not settled at Step I, the Union Representative and/or the employee shall have the right to make an appeal in writing to the Department Head/designee within seven (7) working days after the date of receipt of the decision or the date it was due under Step I, by the immediate supervisor. The name of the Department Head designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union. Failure to post and so notify the Union will permit immediate advancement to arbitration unless corrected within two (2) working days of notice of failure to post.
- B. The Department Head/designee will notify the employee and Union in writing with a copy to the Union of his/her decision within seven (7) working days of receipt of the Step II appeal.
- C. Any settlement at Steps I or II shall be binding upon the Employer, Union and the aggrieved employee or employees. Grievances may be withdrawn without prejudice at any step of the grievance procedure if mutually agreed.

- D. If the grievance is not settled at the second Step, the Union or the Employer, but not an individual employee, may request final and binding arbitration by serving written notice on the other within ten (10) working days from receipt of the Employer's Step II decision or the date it was due.
- E. If the grievance or arbitration affects more than one employee, it may be presented by a single selected employee representative of the group or class. A class action shall be identified to the Employer at Step I or as soon as practicable. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to all of the affected employees within that group.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors or the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the employee does not waive his/her right to process the grievance. Refusal to follow instructions or orders, shall be cause for discipline.
- G. Upon request, at any step of the grievance procedure prior to arbitration, the Union shall be given specific documents, books and papers reasonably available and pertinent to the grievance under consideration to which the Union is legally entitled.

Step III -- Arbitration.

If the matter is not settled in Step II, the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate, setting forth the facts and specific relief requested, within ten (10) working days after the answer is given or due at Step II hereof.

Either party may submit the grievance to arbitration by serving a written request to arbitrate to the American Arbitration Association-Chicago requesting immediate forwarding of a list of seven arbitrators to the parties. The arbitrator shall be selected by alternately striking the names from the list.

Arbitrators will advise the parties of their fees and expenses prior to selection and such fees and expenses shall be borne equally between the Union and the Employer. The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party.

Each party shall be responsible for compensating its own representatives and witnesses.

The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties. Arbitrators shall submit their decision within thirty days following the close of the hearing. The parties may agree to submit more than one grievance to a selected arbitrator.

An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement or a document incorporated by reference thereto. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Where timeliness is in dispute, it shall be decided by the arbitrator.

Article 12.

No Strikes -- No Lockout.

Section 12.1

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 12.2

The Union agrees that it will use its best efforts to prevent any acts forbidden in this article and that in the event any such acts take place or are engaged in by any employee or group of employees in the Union's bargaining unit, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown

or suspension of work, including: (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 12.3

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 12.4

The Employer will not lockout bargaining unit employees during the term of this Agreement.

Article 13.

Dues Check-Off And Fair Share.

Section 13.1

The Employer, upon receipt of a validly executed authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorney's fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Sections 13.1, 13.2, 13.3 and 13.4 of this article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 13.2

It is further agreed that 30 days after the later of the execution of this Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a semi-monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted.

It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

Section 13.4

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Deferred Compensation.

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees of the Employer without change during the term of this Agreement.

Section 14.2 Rules Of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected employees.

Section 14.3 Safety.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 14.4 Information To Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time-in-title, date of birth, race, sex and dues code. The report shall be current to within 20 days of the date provided.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list career service retirements; career service resignations; career service discharges; non-career service terminations; leaves of absence; suspensions; reinstatements; reappointments; transfers (change of department); transfers (change of payroll); appointments (which also includes promotions and demotions); deaths and duty disability.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

The Employer shall submit to the Union annually, beginning 30 days from the execution of this Agreement and on July 15 of each year thereafter, a seniority list for the bargaining unit setting forth the following:

- department
- classification
- name
- seniority date
- continuous service date
- status
- payroll number
- social security number

Such list shall be updated to the effective date of any layoff for the classification involved and shall be provided to the Union on the same day as when the list is given to the Department Head or within 2 days after the layoff notice is provided to the Union, whichever is sooner.

Disputes as to the accuracy of such lists may be brought to the Employer's attention by the Union, in writing, and shall be resolved promptly by the Director of Labor Relations.

Article 15.

Layoffs And Re-Employment.

Section 15.1 Notice.

a. Preliminary Notice. Whenever the Employer becomes aware that a layoff may be necessary and begins to make actual plans to layoff, the Union shall be notified. Such notice shall state the classifications which may be affected and other details as known. Upon request from the Union, the Employer will meet to discuss the proposed layoff.

b. Notice of Layoff. When there is an impending layoff with respect to any employee or classification in the bargaining unit the Employer shall inform the Union and affected employees as soon as possible but no later than fourteen (14) days prior to such layoff. Such notice shall contain the name, payroll number, classification, and seniority date of each employee scheduled to be laid off.

Section 15.2 Order Of Layoffs.

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department shall be laid off first, provided senior employees retained have the ability to perform the required duties of the job. Seniority shall mean, for purposes of this Section, the employee's continuous service in any bargaining unit titles. In the event of a layoff, all employees acting as Union Stewards in accordance with Section 16.1 shall be the last laid off in the affected classification, provided the Union Steward has the then present ability to perform the job without further training.

Section 15.3 Bumping.

An employee subject to layoff shall have first priority to fill a job in an equal or lower-graded classification, in the Department, which the Employer has deemed vacant, in lieu of layoff, provided the said employee has the then present ability to perform the required work without further training.

An employee subject to layoff may displace (bump) the least senior employee, if any, in the most recent lower job title or titles the employee to be laid off has held in the Department, provided the employee bumping has the then present ability to perform the job without further training.

Section 15.4 Recall.

Employees shall be recalled (primary) in the reverse order of layoff, provided the employee has the then present ability to perform the required work without further training after a reasonable period of orientation. Employees on a recall list shall also be eligible for recall (secondary) on a seniority basis to an equal or lower-rated job vacancy in their department, provided the employee has the then present ability to perform the required work without further training after a reasonable period of orientation. Employees recalled to equal or lower-rated jobs shall retain recall rights to the initial job from which they were laid off.

Section 15.5 Hiring, Acting Up During Layoff.

No new employees may be hired to perform duties normally performed by a laid off employee while employees are laid off. No employee may be used to act up in a higher classification, within the meaning of Article 4.2, while an employee in said higher classification is laid off.

Section 15.6 Seniority/Continuous Service.

Employees shall retain and accumulate seniority and continuous service while on layoff subject to the requirements of the break-in-service provisions.

Article 16.

Union Representation.

Section 16.1 Stewards.

The Union will advise the Employer in writing of the names of the Union's six Stewards and one Chief Steward and their department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal working hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the Stewards to engage in such activities.

Employees acting as Stewards shall not be discriminated against because of their activities on behalf of the Union, nor shall they be involuntarily transferred from their job assignments or locations except temporarily in emergencies. Transfers of Union Stewards in an emergency will be discussed with the Union in advance of any such transfers.

Section 16.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 16.3 Right Of Access.

Duly authorized officials of the Union will be permitted during normal hours, to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working, attending meetings authorized by this Agreement or for the administration of this Agreement. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure. By mutual agreement between the Union and the Employer, the Union may call a meeting during working hours to prevent misunderstandings, resolve or clarify a position or ratify this Agreement. The Employer agrees to make available conference or meeting rooms for meetings under this Article or authorized by this Agreement upon request of the Union and subject to the Employer's reasonable rules relating to the Union's use of its premises.

Section 16.4 Negotiating Team.

Up to three (3) employees designated as being on the Union's negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of regular straight time pay.

Article 17.

Filling Of Vacancies.

Section 17.1 Declaration Of Vacancy.

The Employer shall determine if there is a permanent vacancy to be filled and at any time before said vacancy is filled, whether or not said vacancy shall be filled.

Section 17.2 Transfer Requests On File.

Employees within a department who desire a change in location of their job assignment shall request such change in writing on the Employer's Form. Employees may file such requests in December for the period beginning in January and continuing through June of the following year and in June for the period beginning in July and continuing through December. Employees filing multiple requests and accepting a transfer shall only be allowed a single transfer in the six (6) month period.

When filling a vacancy, the Employer shall select the most senior employee in the job classification in the department who has such a request on file, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation.

Section 17.3 Recall Or Reinstatement.

When filling a vacancy and there are no said employees who have requests on file, the Employer shall select the employee in the job classification in the department from the recall or reinstatement list, if any, in accordance with the primary and secondary recall provisions of Article 15 of this Agreement.

Section 17.4 Bidding.

When filling a vacancy and there are no said employees who have transfer requests on file and no eligible employees on said lists, the Employer shall post the job for bidding and forward a copy to the Union.

The posting of an Employer-determined permanent vacancy shall be on bulletin boards at each Employer physical site in the department and at other appropriate locations as determined by the Employer. Said vacancy shall be posted for 14 days. The posting shall contain at least the following: job title, qualifications, hours, work location if known, and rate of pay.

Section 17.5 Selection.

Bargaining unit employees may bid on jobs the Employer determines to be permanently vacant for promotion or transfer to equal or lower-rated jobs. All applicants and bargaining unit bidders for such jobs shall be considered as one group for purposes of selection.

All bidders shall meet the minimum qualifications for the job in order to be considered for selection by the Employer. In making selections, the Employer shall give preference to bargaining unit bidders over non-bargaining unit applicants unless the non-bargaining unit applicants have demonstrably greater skill and ability to fulfill the needs determined by the Employer.

If bargaining unit bidders are selected, however, where bargaining unit bidders are relatively equally qualified to perform the work required, the Employer shall select the most senior employee bidder based on continuous service in the bargaining unit. Preference shall be given to bidders within the department. The Employer shall determine whether employees are "relatively equally qualified" based upon evidence of performance and qualifications.

Bidders who are not selected shall be so notified by the department head. A successful bidder may not bid for another Employer-determined vacancy for one year unless such employee is involuntarily moved to another location from a position into which he had bid.

During the bidding and/or selection process set forth in this section, the Employer may temporarily fill said vacancy consistent with the provisions of this Agreement.

When an employee is deemed to have successfully filled a permanent vacancy and is reclassified to another position at a higher rate of pay, or in a higher pay grade, such employee shall receive the higher rate of pay or a pay increase of one step, or the entrance rate for the new position, whichever is applicable.

Section 17.6 Involuntary Transfer.

Where a vacancy remains unfilled after application of Sections 17.2, 17.3, 17.4 and 17.5, the Employer may involuntarily transfer the least senior employee in the same classification and department to fill said vacancy where an experienced employee rather than a new hire is necessary.

Section 17.7 Detailing.

Detailing is the temporary transfer of an employee to a work assignment within his/her job classification geographically removed from the employee's normal work site.

Employees shall not be detailed for more than 30 days, unless the Employer gives notice to the Union of its need to do so and confers with the Union upon request. In any event, no such assignment may extend beyond 90 days without the agreement of the parties.

The Employer shall notify the employees of the requirements for said detailing and before detailing shall seek volunteers among the employees who have the then present ability to perform the work required without further training. If there are more volunteers than there are assignments, selections shall be made on the basis of seniority. If there are insufficient volunteers, the Employer shall assign the detailing by inverse seniority, starting with the least senior first, and attempt to rotate such assignments within each calendar year.

Article 18.

Discipline.

Section 18.1 Procedure.

Suspensions over ten (10) days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board in accordance with said Board's rules. An employee who may be subject to disciplinary action for any impropriety has the right to ask for a Union representative to be present at any interrogation or hearing. The grievance procedure provisions herein and the Personnel or Police Board procedure are mutually exclusive, and no relief shall be available under both.

Section 18.2 Types Of Discipline/Information.

The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Demotions shall not be used as a part of discipline. Transfer shall not be part of an employee's discipline. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter.

In cases of oral warnings, the supervisor shall inform the employee that she/he is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. If the employee requests the presence of a Union representative at such meeting, one will be provided, if conveniently available, who shall be given the opportunity, if the employee requests, to rebut the discipline and request further pertinent information.

The Employer shall not have to unreasonably defer or avoid its intended disciplinary action because of the unavailability of an employee representative, taking all of the circumstances into account. The Employer is not obligated to meet with the employee prior to taking disciplinary action where the employee is unavailable or in emergency situations. The Employer's failure to satisfy this Article 18.2 shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file.

Section 18.3 Procedure For Department Review Of Disciplinary Action Including Suspension For Ten (10) Days Or Less.

Step 1.

Within five (5) working days after an employee receives written notice of any proposed disciplinary action, including a suspension for ten (10) days or less, which is not appealable to the Personnel or Police Board, the Employer shall conduct a meeting with the Union and employee. Thereafter, discipline shall be administered as soon as possible after the Employer has had a reasonable opportunity to further investigate the matter as appropriate. If disciplinary action is taken after the meeting or further investigation, the employee may request in writing to the Department Head for review of said disciplinary action on a form provided by the Employer. Said request for review shall be in writing and submitted within three (3) working days of receipt of written notice of discipline. Said review form shall be printed on the back of or attached to the notice of discipline together with instructions for appeal. The failure to submit a written request for review of disciplinary action within three (3) working days of receipt of notice of disciplinary action will preclude the employee's right to review.

Step 2.

Within three (3) working days or any mutually agreed upon extension after the Department Head or designee receives the employee's request for review, the Department Head or designee shall conduct a meeting to review the discipline. Failure to conduct said meeting in three (3) days will result in automatic advancement to Step 4 and the Union shall so notify the Employer. At the meeting, the Department will give the basis for its action and the employee and Union representative, if any, will be heard and provided the opportunity to ask questions. The Department Head or designee shall render a written decision within two (2) working days of the meeting, except where both parties agree a further investigation is required. The absence of such agreement or failure to decide and communicate such decision will result in automatic advancement to Step 4 and the Union shall so notify the Employer. A copy of such decision shall be sent to the employee and the Union.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the Department Head or designee and the employee and the Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The Department Head or designee shall render a written decision within two (2) working days of the second meeting. A copy of such decision shall be sent to the employee and the Union. If the parties fail to meet within five (5) working days or a written decision is not submitted within two (2) working days, the appeal shall automatically proceed to Step 4 and the Union shall so notify the Employer. Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for ten (10) days or less.

Step 4.

If the matter is not settled in Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement or any local Union agreement. The rules governing procedure for arbitration shall be the same as in Step 3 of Article 11 of this Agreement.

Article 19.

Mileage Reimbursement.

Employees eligible for mileage reimbursement and who are required by the Employer to use their personal vehicles to perform their assignments shall be reimbursed at the rate of 22.5 cents per mile in accordance with the Employer's existing requirements and procedures.

Article 20.

Labor-Management Meetings.

In order to maintain communications on matters of mutual importance, the Union or Employer may request periodic meetings between the heads of individual departments and a committee of 3 officers representing the bargaining unit. Such meetings shall be held at least quarterly. Meetings shall be scheduled at mutually convenient times and places during normal work hours. Employees attending shall suffer no loss of pay for time in attendance.

The parties may discuss any subject of mutual concern, except for grievances and changes in this Agreement. The party requesting the meeting shall submit an agenda 5 workdays in advance of the meeting date. Minutes shall be taken and exchanged. Nothing shall restrict attendance of any management official.

Article 21.

Polygraph.

Employees shall not be disciplined for refusal to take a polygraph examination and the results of polygraph examinations shall not be admissible as evidence in proceedings before the Personnel or Police Board or in any proceedings where the employee may appeal to the Personnel or Police Board, unless by Illinois or Federal Court decision or Illinois statute, such evidence becomes admissible before the Personnel or Police Board.

*Article 22.**Personnel Records And Forms.***Section 22.1 Attendance Records.**

An employee, upon reasonable advance notice, shall have the right to review his/her time and pay records on file with the Employer but shall not be able to review the time and pay records of other employees.

Section 22.2 Personnel Files.

The Employer shall notify the Union as to what constitutes the employee's official personnel files. The Employer's personnel files and disciplinary history files relating to any employee shall, upon reasonable advance notice, be open and available for inspection by the affected employee and/or authorized Union representative, during regular business hours, except for information which the Employer deems confidential; provided that nothing herein shall prevent the employee from exercising the employee's statutory rights to inspect documents. Upon request of the Union, the Employer will make available disciplinary records which are relevant to the Union's right to process grievances or administer this Agreement. Material and/or matter not available for inspection shall not be used in any manner or forum adverse to the employee's interests.

Disciplinary records and files may be retained for a period of time not to exceed three years and shall thereafter not be used to support an adverse employment action unless a pattern of sustained similar infraction exists.

Any information of an adverse employment nature which is unfounded, exonerated or otherwise not sustained, shall be removed from the personnel files.

Section 22.3 Employee Notification.

No information may be used against an employee in any disciplinary proceeding until it has been made part of the official personnel file or provided for inspection.

The employee may have placed in his/her personnel file a rebuttal to anything placed in said file.

A copy of any disciplinary action or material related to employee performance which is placed in the official personnel file shall be served upon the employee in person (the employee so noting receipt) or sent by certified mail (return receipt requested) to the employee's last address appearing on the records of the Employer. It is the obligation of such employee to provide the Employer with his/her current address.

Section 22.4 Telephone Numbers.

The Employer shall not release an employee's phone number and/or address to non-work related sources without the employee's permission. The City Council of the City of Chicago and its committees in the exercise of its legislative authority shall be considered a work related source within the meaning of this section.

Section 22.5 Forms.

No Employer representative shall demand or request that an employee sign an undated resignation or other blank form. No employee shall be required to sign such undated or incomplete form.

Any information placed on a form without the employee's knowledge, or any modification or alteration of existing information on a form subsequent to the form having been signed by the employee shall be null and void. No such information shall be used against an employee in any hearing or proceeding or for any adverse purpose. Any employee required to sign any form prepared pursuant to this Agreement shall be given a copy of it at the time the employee's signature is affixed.

Section 22.6 Records.

All public records of the Employer shall be available for inspection upon request of the Union.

Article 23.

Separability.

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of

the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 24.

Drug Testing.

Section 24.1 Drug Testing.

Employees may be ordered to undergo a test for the presence of drugs if the Employer has reasonable cause to believe that the employee's performance of duties has been or may be adversely affected thereby, or where the employee has been involved in an accident or a physical altercation. Employees shall not be tested for drug use when returning from any leave or transferring to another position under circumstances that do not meet the requirements of this section. Prior to testing any employee for drug use as permitted herein, the Employer shall advise the Union of its testing methods and procedures and the safeguards to be applied to insure the integrity of such testing.

In the case of a positive test, if the employee requests the employee shall be retested within 24 hours of the original test at a recognized facility agreed upon by the Employer and the Union, at the employee's expense.

In case of any employee who tests positive for drug use, the Employer and the Union will consult on whether to provide an opportunity for such employee to enter and successfully complete an appropriate rehabilitation program. Nothing herein shall preclude disciplinary action against any employee where a test shows the presence of drugs; nor shall it be interpreted to preclude disciplinary action for misconduct, including violation of applicable law, which may be related to drug use.

Confidentiality of test results will be preserved and test results will only be disclosed to high level management and persons within the Department of Personnel. No further disclosure will be made without the employee's express written authorization, except in litigation or arbitration initiated by the employee.

Article 25.

Ratification And Termination.

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure this legislative approval.

This Agreement shall not become effective until the Final Order Date as defined in the Settlement Agreement settling and dismissing the lawsuit styled *Shinault et. al. v. City of Chicago, et. al.*, No. 84 C 2009, currently pending in the United States District Court for the Northern District of Illinois. This Agreement shall be effective as of said Final Order Date and shall remain in full force and effect from said date to December 31, 1991, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by certified mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given, the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

In the event the City of Chicago agrees to or authorizes additional vacation, holiday or other paid time off, or voluntary unpaid time off with any other bargaining unit (excluding police and/or fire) during the term of this Agreement, such additional time off shall be granted to all employees covered by this Agreement.

Article 26.

Term Of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1988, and continue in full force and effect until Midnight, December 31, 1991, and will continue thereafter from year to year unless notice of termination or of a desire to modify this Agreement is given by either party sixty (60) days prior to December 31, 1991, or sixty (60) days prior to any anniversary date thereafter. If such notice is given, the parties shall meet promptly to negotiate a new Agreement.

In Witness Whereof, Each of the parties hereto, by its duly authorized representative(s), has executed this document as of the 19th day of June, 1989.

[Signature forms omitted for printing purposes.]

[Appendices A through H attached to this agreement printed
on pages 2451 through 2458 of this Journal.]

APPENDIX A
CARPENTERS LOCAL 112
Effective January 1, 1988

SCHEDULE T

CLASS GRADE	ENTRANCE	INTERMEDIATE	RATE	TOP BASE	AFTER 1 YR.	AFTER 1 YR.	AFTER 1 YR.	AFTER 1 YR.	AFTER 1 YR.	AFTER 1 YR.	AFTER 1 YR.	AFTER 1 YR.
	RATE FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	AT TOP RATE & 6 YRS. CONTINUOUS SERVICE	AT FIRST LONGEVITY STEP & 10 YRS. CONTINUOUS SERVICE	AT SECOND LONGEVITY STEP & 16 YRS. CONTINUOUS SERVICE	AT THIRD LONGEVITY STEP & 20 YRS. CONTINUOUS SERVICE	AT FORTH LONGEVITY STEP & 25 YRS. CONTINUOUS SERVICE			
12 ANNUAL	20,796	21,828	22,908	24,060	25,272	26,556	27,852	29,280	30,720	32,244	33,888	35,568
12 MONTHLY	1,733	1,819	1,909	2,005	2,106	2,213	2,321	2,440	2,560	2,687	2,824	2,964
13 ANNUAL	22,908	24,060	25,272	26,556	27,852	29,280	30,720	32,244	33,888	35,568	37,236	38,928
13 MONTHLY	1,909	2,005	2,106	2,213	2,321	2,440	2,560	2,687	2,824	2,964	3,103	3,244
14 ANNUAL	25,272	26,556	27,852	29,280	30,720	32,244	33,888	35,568	37,236	38,928	40,644	42,444
14 MONTHLY	2,106	2,213	2,321	2,440	2,560	2,687	2,824	2,964	3,103	3,244	3,387	3,537
15 ANNUAL	27,852	29,280	30,720	32,244	33,888	35,568	37,236	38,928	40,644	42,444	44,280	46,176
15 MONTHLY	2,321	2,440	2,560	2,687	2,824	2,964	3,103	3,244	3,387	3,537	3,687	3,840

Bargaining Unit Titles

- 12 Code Enforcement Inspector I
- 13 Code Enforcement Inspector II
- 13 Construction Inspector
- 14 Code Enforcement Supervisor
- 15 Chief Code Enforcement Officer
- 15 Construction Inspector Supervisor

APPENDIX B
CARPENTERS LOCAL 112
Effective July 1, 1988

SCHEDULE T

CLASS GRADE	ENTRANCE RATE	INTERMEDIATE RATE	NEXT 12 MONTHS	NEXT 12 MONTHS	TOP BASE RATE	NEXT 12 MONTHS	AFTER 1 YR. AT TOP BASE RATE	AFTER 1 YR. LONGEVITY STEP	AFTER 1 YR. LONGEVITY STEP	AFTER 1 YR. LONGEVITY STEP	AFTER 1 YR. LONGEVITY STEP	AFTER 1 YR. LONGEVITY STEP	AFTER 1 YR. LONGEVITY STEP	AFTER 1 YR. LONGEVITY STEP
12 ANNUAL	21,000	22,044	23,136	24,300	25,524	26,820	28,128	29,568	31,032	32,568	34,224	35,928	37,608	39,312
MONTHLY	1,750	1,837	1,928	2,025	2,127	2,235	2,344	2,464	2,586	2,714	2,852	2,994	3,134	3,276
13 ANNUAL	23,136	24,300	25,524	26,820	28,128	29,568	31,032	32,568	34,224	35,928	37,608	39,312	41,052	42,864
MONTHLY	1,928	2,025	2,127	2,235	2,344	2,464	2,586	2,714	2,852	2,994	3,134	3,276	3,421	3,572
14 ANNUAL	25,524	26,820	28,128	29,568	31,032	32,568	34,224	35,928	37,608	39,312	41,052	42,864	44,712	46,596
MONTHLY	2,127	2,235	2,344	2,464	2,586	2,714	2,852	2,994	3,134	3,276	3,421	3,572	3,723	3,876
15 ANNUAL	28,128	29,568	31,032	32,568	34,224	35,928	37,608	39,312	41,052	42,864	44,712	46,596	48,516	50,472
MONTHLY	2,344	2,464	2,586	2,714	2,852	2,994	3,134	3,276	3,421	3,572	3,723	3,876	4,031	4,188

Bargaining Unit Titles

- 12 Code Enforcement Inspector I
- 13 Code Enforcement Inspector II
- 13 Construction Inspector
- 14 Code Enforcement Supervisor
- 15 Chief Code Enforcement Officer
- 15 Construction Inspector Supervisor

APPENDIX C
CARPENTERS LOCAL 112
Effective January 1, 1989

SCHEDULE T

CLASS GRADE	ENTRANCE	INTERMEDIATE	RATE	TOP	BASE	AFTER 1 YR.	AFTER 1 YR.	AFTER 1 YR.	AFTER 1 YR.	AFTER 1 YR.	AFTER 1 YR.	AFTER 1 YR.
	RATE FIRST 6 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	NEXT 12 MONTHS	RATE NEXT 12 MONTHS	AT TOP RATE	LONGEVITY STEP	CONTINUOUS SERVICE	LONGEVITY STEP	CONTINUOUS SERVICE	LONGEVITY STEP	CONTINUOUS SERVICE
14	ANNUAL MONTHLY	25,524 2,127	26,820 2,235	28,128 2,344	29,568 2,464	31,032 2,586	32,568 2,714	34,224 2,852	35,928 2,994	37,608 3,134	39,312 3,276	41,052 3,421
15	ANNUAL MONTHLY	28,128 2,344	29,568 2,464	31,032 2,586	32,568 2,714	34,224 2,852	35,928 2,994	37,608 3,134	39,312 3,276	41,052 3,421	42,864 3,572	44,808 3,734
16	ANNUAL MONTHLY	31,032 2,586	32,568 2,714	34,224 2,852	35,928 2,994	37,608 3,134	39,312 3,276	41,052 3,421	42,864 3,572	44,808 3,734	46,836 3,903	

Bargaining Unit Titles

- 14 Construction Inspector
- 14 Building Inspector (formerly Code Enforcement Inspector I & Code Enforcement Inspector II)
- 15 Supervisors of Building Inspectors (formerly Code Enforcement Supervisor)
- 15 Construction Inspector Supervisor
- 16 Chief of Building Inspection (formerly Chief Code Enforcement Officer)

APPENDIX D
CARPENTERS LOCAL 112

SCHEDULE T

Effective July 1, 1989

CLASS GRADE	ENTRANCE RATE	INTERMEDIATE RATE	NEXT 12 MONTHS	TOP BASE RATE	NEXT 12 MONTHS	AFTER 1 YR. AT TOP BASE RATE	AFTER 1 YR. LONGEVITY STEP CONTINUOUS SERVICE	AFTER 1 YR. AT SECOND LONGEVITY STEP CONTINUOUS SERVICE	AFTER 1 YR. AT THIRD LONGEVITY STEP CONTINUOUS SERVICE	AFTER 1 YR. AT FORTH LONGEVITY STEP CONTINUOUS SERVICE
14 ANNUAL	26,292	27,624	28,968	30,456	31,968	33,540	35,256	37,008	38,736	40,488
MONTHLY	2,191	2,302	2,414	2,538	2,664	2,795	2,938	3,084	3,228	3,374
15 ANNUAL	28,968	30,456	31,968	33,540	35,256	37,008	38,736	40,488	42,288	44,148
MONTHLY	2,414	2,538	2,664	2,795	2,938	3,084	3,228	3,374	3,524	3,679
16 ANNUAL	31,968	33,540	35,256	37,008	38,736	40,488	42,288	44,148	46,152	48,240
MONTHLY	2,664	2,795	2,938	3,084	3,228	3,374	3,524	3,679	3,846	4,020

Bargaining Unit Titles

- 14 Construction Inspector
- 14 Building Inspector
- 15 Supervisors of Building Inspectors
- 15 Construction Inspector Supervisor
- 16 Chief of Building Inspection

APPENDIX E
CARPENTERS LOCAL 112

SCHEDULE T

Effective July 1, 1990

CLASS GRADE	ENTRANCE RATE FIRST 6 MONTHS	INTERMEDIATE NEXT 12 MONTHS	RATE NEXT 12 MONTHS	TOP BASE RATE NEXT 12 MONTHS	AT TOP BASE RATE & 6 YRS. CONTINUOUS SERVICE	AFTER 1 YR. LONGEVITY STEP & 10 YRS. CONTINUOUS SERVICE	AFTER 1 YR. LONGEVITY STEP & 16 YRS. CONTINUOUS SERVICE	AFTER 1 YR. LONGEVITY STEP & 20 YRS. CONTINUOUS SERVICE	AFTER 1 YR. LONGEVITY STEP & 25 YRS. CONTINUOUS SERVICE	
										AT FIRST LONGEVITY STEP & 10 YRS. CONTINUOUS SERVICE
14 ANNUAL	26,820	28,176	29,544	31,068	32,604	34,212	35,964	37,752	39,516	41,292
14 MONTHLY	2,235	2,348	2,462	2,589	2,717	2,851	2,997	3,146	3,293	3,441
15 ANNUAL	29,544	31,068	32,604	34,212	35,964	37,752	39,516	41,292	43,128	45,036
15 MONTHLY	2,462	2,589	2,717	2,851	2,997	3,146	3,293	3,441	3,594	3,753
16 ANNUAL	32,604	34,212	35,964	37,752	39,516	41,292	43,128	45,036	47,076	49,200
16 MONTHLY	2,717	2,851	2,997	3,146	3,293	3,441	3,594	3,753	3,923	4,100

Bargaining Unit Titles

- 14 Construction Inspector
- 14 Building Inspector
- 15 Supervisors of Building Inspectors
- 15 Construction Inspector Supervisor
- 16 Chief of Building Inspection

APPENDIX F
CARPENTERS LOCAL 112

SCHEDULE T

Effective October 1, 1990

CLASS GRADE	ENTRANCE RATE FIRST 6 MONTHS	INTERMEDIATE NEXT 12 MONTHS	RATE NEXT 12 MONTHS	TOP BASE RATE NEXT 12 MONTHS	AFTER 1 YR. AT TOP BASE RATE	AFTER 1 YR. AT FIRST LONGEVITY STEP	AFTER 1 YR. AT SECOND LONGEVITY STEP	AFTER 1 YR. AT THIRD LONGEVITY STEP	AFTER 1 YR. AT FORTH LONGEVITY STEP	
										CONTINUOUS SERVICE
14 ANNUAL	27,492	28,884	30,288	31,848	33,420	35,064	36,864	38,700	40,500	42,324
MONTHLY	2,291	2,407	2,524	2,654	2,785	2,922	3,072	3,225	3,375	3,527
15 ANNUAL	30,288	31,848	33,420	35,064	36,864	38,700	40,500	42,324	44,208	46,164
MONTHLY	2,524	2,654	2,785	2,922	3,072	3,225	3,375	3,527	3,684	3,847
16 ANNUAL	33,420	35,064	36,864	38,700	40,500	42,324	44,208	46,164	48,252	50,436
MONTHLY	2,785	2,922	3,072	3,225	3,375	3,527	3,684	3,847	4,021	4,203

Bargaining Unit Titles

- 14 Construction Inspector
- 14 Building Inspector
- 15 Supervisors of Building Inspectors
- 15 Construction Inspector Supervisor
- 16 Chief of Building Inspection

APPENDIX G
CARPENTERS LOCAL 112

SCHEDULE T

Effective July 1, 1991

CLASS GRADE	ENTRANCE RATE	INTERMEDIATE RATE	NEXT 12 MONTHS	NEXT 12 MONTHS	TOP RATE NEXT 12 MONTHS	BASE RATE NEXT 12 MONTHS	AFTER 1 YR. AT TOP & 6 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT FIRST LONGEVITY STEP & 10 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT SECOND LONGEVITY STEP & 16 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT THIRD LONGEVITY STEP & 20 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AT FORTH LONGEVITY STEP & 25 YRS. CONTINUOUS SERVICE
14 ANNUAL	28,320	29,748	31,200	32,808	34,428	36,120	37,968	39,864	41,712	43,596	45,540
MONTHLY	2,360	2,479	2,600	2,734	2,869	3,010	3,164	3,322	3,476	3,633	3,795
15 ANNUAL	31,200	32,808	34,428	36,120	37,968	39,864	41,712	43,596	45,540	47,544	49,704
MONTHLY	2,600	2,734	2,869	3,010	3,164	3,322	3,476	3,633	3,795	3,962	4,142
16 ANNUAL	34,428	36,120	37,968	39,864	41,712	43,596	45,540	47,544	49,704	51,948	54,329
MONTHLY	2,869	3,010	3,164	3,322	3,476	3,633	3,795	3,962	4,142	4,329	4,520

Bargaining Unit Titles

- 14 Construction Inspector
- 14 Building Inspector
- 15 Supervisors of Building Inspectors
- 15 Construction Inspector Supervisor
- 16 Chief of Building Inspection

APPENDIX H
CARPENTERS LOCAL 112

SCHEDULE T

Effective October 1, 1991

CLASS GRADE	ENTRANCE RATE FIRST 6 MONTHS	INTERMEDIATE NEXT 12 MONTHS	RATE NEXT 12 MONTHS	TOP BASE RATE NEXT 12 MONTHS	AT TOP BASE RATE & 6 YRS. CONTINUOUS SERVICE	AFTER 1 YR. AFTER 1 YR. AFTER 1 YR. AFTER 1 YR.		AFTER 1 YR. AFTER 1 YR. AFTER 1 YR. AFTER 1 YR.		AFTER 1 YR. AFTER 1 YR. AFTER 1 YR. AFTER 1 YR.	
						AT FIRST LONGEVITY STEP & 10 YRS. CONTINUOUS SERVICE	AT SECOND LONGEVITY STEP & 16 YRS. CONTINUOUS SERVICE	AT THIRD LONGEVITY STEP & 20 YRS. CONTINUOUS SERVICE	AT FORTH LONGEVITY STEP & 25 YRS. CONTINUOUS SERVICE		
14 ANNUAL	29,448	30,936	32,448	34,116	35,808	37,560	39,492	41,460	43,380	45,336	47,364
MONTHLY	2,454	2,578	2,704	2,843	2,984	3,130	3,291	3,455	3,615	3,778	3,947
15 ANNUAL	32,448	34,116	35,808	37,560	39,492	41,460	43,380	45,336	47,364	49,440	51,596
MONTHLY	2,704	2,843	2,984	3,130	3,291	3,455	3,615	3,778	3,947	4,120	4,308
16 ANNUAL	35,808	37,560	39,492	41,460	43,380	45,336	47,364	49,440	51,596	54,024	56,880
MONTHLY	2,984	3,130	3,291	3,455	3,615	3,778	3,947	4,120	4,308	4,502	4,700

Bargaining Unit Titles

- 14 Construction Inspector
- 14 Building Inspector
- 15 Supervisors of Building Inspectors
- 15 Construction Inspector Supervisor
- 16 Chief of Building Inspection

EXECUTION OF SETTLEMENT AGREEMENT WITH
CHICAGO PARK DISTRICT.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the execution of a settlement agreement between the City of Chicago and the Chicago Park District, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- Alderman Stone -- 1.

Alderman Caldwell 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 the attached settlement agreement in the following matter: *City of Chicago vs. Chicago Park District.*

Settlement Agreement attached to this order reads as follows:

Settlement Agreement.

This Agreement is entered into this 6th day of April, 1989, by and between the City of Chicago (the "City") and the Chicago Park District (the "Park District") (collectively the "Parties"):

Witnesseth:

Whereas, Collections of the Chicago Boat Mooring Tax levied on boaters mooring in the Park District harbor system (the "Boat Mooring Tax") have been significantly less than estimated; and

Whereas, The use by boaters of the Park District's harbor system constitutes a vibrant part of the recreational fabric of Chicagoland and both the City and the Park District desire and encourage the use by boaters of the Park District harbor system; and

Whereas, The City wishes to collect that portion of the Boat Mooring Taxes which were levied through 1987 but which the City has not yet been able to collect; and

Whereas, The City has repealed the Boat Mooring Tax effective January 1, 1989 and adopted a reasonable plan for payment by boaters of Boat Mooring Taxes which accrued prior to 1988 but have not yet been paid, including a settlement with the boaters which would contain a waiver of all penalty charges for failure to pay the Boat Mooring Taxes which accrued prior to 1988; and

Whereas, This Agreement shall not be construed to prevent a boater from protesting his tax, interest or penalty payment rather than settling with the City, if he wishes to; and

Whereas, There is currently a determination and assessment issued by the City of Chicago Department of Revenue covering the assessment period January 1, 1981 through March 31, 1987, in which the City is seeking to collect from the Park District the Chicago Parking Lot and Garage Operations Tax upon seasonal harbor parking permits issued by the Park District (the "Parking Tax"); and

Whereas, The Park District has protested its liability for the Parking Tax; and

Whereas, There is currently a determination and assessment issued by the City of Chicago Department of Revenue covering the assessment period January 1, 1981 through February 28, 1987, in which the City is seeking to collect from the Park District a Chicago Amusement Tax upon fees charged by the Park District for use by the public of Park District tennis courts, golf courses, and other facilities (collectively the "Amusement Tax"); and

Whereas, The Park District has protested its liability for the Amusement Tax; and

Whereas, There is currently a determination and assessment issued by the City of Chicago Department of Revenue covering the assessment period October 1, 1986 to February 28, 1987, in which the City is seeking to collect from the Park District's purchases of vehicle fuel (the "Chicago Vehicle Fuel Tax"); and

Whereas, The Park District has protested its liability for the Chicago Vehicle Fuel Tax referred to above; and

Whereas, The Chicago Vehicle Fuel Tax as applied to the Park District has been repealed; and

Whereas, The Parties wish to conserve the expenditure of scarce public resources by compromising and settling their disputes regarding the Parking Tax, the Amusement Tax, and the Chicago Vehicle Fuel Tax; and

Whereas, The Parties intend to resolve between themselves the controversies and disagreements raised in the pending administrative tax proceedings described above, and to settle their respective rights, obligations and liabilities in connection with those pending administrative tax proceedings for the Parking Tax, Amusement Tax, and Chicago Vehicle Fuel Tax contested therein on the following terms and conditions:

Now, Therefore, In consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and other good and valuable consideration, it is covenanted and agreed by and between the Parties as follows:

1. The recitals contained in the preamble hereinabove shall be deemed terms, conditions and provisions of this Settlement Agreement, and all covenants, terms, conditions and provisions hereinafter contained shall be interpreted and construed in accordance therewith.

2. For assistance in the collection of the Boat Mooring Tax, the City will pay to a Park District fund for city-wide harbor and boating-related improvements an amount equal to 10% of the Revenues actually received by the City with respect to Boat Mooring Taxes that accrued in 1988 for Park District moorings and 12.5% of the Revenue actually received by the City with respect to such taxes that accrued prior to 1988 but are collected after March 1, 1988 and before August 1, 1989 for 1989 mooring permittees. This assistance is described in paragraph 3 below.

3. During 1988, the Park District did not issue mooring permits to applicants unless the applicants have presented proof of payment (issued by the City) of the 1988 City Mooring Tax, including interest, if any, for the 1988 tax period. During 1989, the Park District will not issue mooring permits to an applicant who has held mooring permits during the years in which the Boat Mooring Tax was in effect unless such applicant has presented proof of payment (issued by the City) of the Boat Mooring Tax incurred in 1988 and all previous years, including interest and penalty, if any. In 1989, the Park

District would require, as part of proof of payment, a receipt showing the amount paid and the date it was paid.

4. The City will waive any penalty charges that have been assessed for Boat Mooring Taxes which accrued prior to 1988 but not yet been paid, provided that the Boat Mooring Taxes which accrued prior to 1988 have been paid by September 1, 1988 and the boaters sign a settlement agreement covering their liability with the City.

5. The Park District shall receive the payment due under paragraph 2 of this Settlement Agreement by June 1, 1989, for revenues collected prior to February 1, 1989 and by October 1, 1989 for revenues collected after February 1, 1989 and before August 1, 1989.

6. The Park District will pay to the City all Parking Taxes, Amusement Taxes, and Chicago Vehicle Fuel Taxes which were assessed by the City for the periods referred to in the recitals of this Agreement, plus interest thereon. The total assessments for the periods referred to herein for the Parking Taxes, Amusement Taxes, and Chicago Vehicle Fuel Taxes, including interest thereon, is \$1,770,459.27. The Park District paid this sum into an escrow for the City on February 29, 1988. The escrow shall be distributed to the City with its accrued interest on June 1, 1989. The Park District also agrees to pay by January 31, 1990, all Parking Taxes, Amusement Taxes (except as provided in paragraph 8 below), and the Chicago Vehicle Fuel Taxes due and owing from the Park District for the period prior to February 29, 1988 and after the periods of the assessments referred to in this Agreement, plus accrued interest thereon up to the time of payment. The City will waive any and all amnesty, negligence and late penalties which are due from the Park District for non-payment of Parking Taxes, Amusement Taxes, and Chicago Vehicle Fuel Taxes which accrued on or before February 29, 1988, except that this Agreement does not prevent the City from auditing the Park District for the period from and after February 28, 1987, to determine if the proper amount of tax and interest was paid by the Park District and if a deficiency exists to assess it for any tax, interest or penalty due.

7. The Park District agrees to pay Parking Taxes, Chicago Vehicle Fuel Taxes and Amusement Taxes properly due and owing from and after February 29, 1988, in the manner provided for in the respective Parking Tax, Chicago Vehicle Fuel Tax and Amusement Tax ordinances. On May 11, 1988, an amendment to the Chicago Vehicle Fuel Tax was passed by the Chicago City Council, effective ten days after passage and publication, which prospectively exempted local governmental bodies, including the Chicago Park District, from the tax for their purchase or use of vehicle fuel.

8. The City agrees not to file any lawsuit or take any other action, legal or otherwise, to collect from the Park District the Amusement Tax previously assessed, if any, by the Department of Revenue of the City on payments made by patrons of Soldier Field to the Chicago Bears Skybox Partnership for use of Soldier Field skyboxes during Chicago Bears football games, or the Amusement Tax previously assessed the Chicago Bears by the Department of Revenue of the City with respect to the \$1.00 Park District surcharge on admission tickets sold to attend Chicago Bears football games played at Soldier Field based upon the representation of the Park District that this surcharge is not a tax or an

admission fee charged by the Park District. Based on this representation, the City agrees that the Chicago Park District is not liable for amusement tax on this surcharge.

9. The Parties to this Settlement Agreement hereby specifically and mutually release and forever discharge, and by this Agreement, do, for each other's successors, assigns, agents, executors and personal representatives, release and forever discharge each other, and their respective successors, assigns, agents, executors and personal representatives, from all actions, causes of action, claims and demands whatsoever (including refund claims) whether or not well founded in fact or in law, that the Parties ever had, now have or that they may hereafter acquire, against each other by reason of any matter, claims, crossclaims or demands whatsoever for any and all Parking Taxes, Amusement Taxes, and Chicago Vehicle Fuel Taxes for the assessment periods referred to in the recitals of this Agreement.

10. The Park District in signing this settlement hereby waives its right to an administrative hearing on the aforementioned assessment of taxes for the assessment periods referred to in this Agreement ending February 28, 1987, in the case of the Amusement Tax and the Chicago Vehicle Fuel Tax and ending March 31, 1987, in the case of the Parking Tax, and agrees not to bring or join any lawsuit concerning the sums paid pursuant to this Agreement.

11. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, together with the respective affiliates, successors-in-interest, assigns, representatives and transferees of all of these parties, notwithstanding the death, bankruptcy, incompetency, reorganization, merger, consolidation or change in personnel of any party.

12. Nothing herein shall constitute an admission of any kind by any party hereto, and this Settlement Agreement is being executed solely to settle and compromise the disputed claims described herein.

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

14. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

15. The Parties signing this Settlement Agreement hereby represent that they have the authority and power to enter into this Agreement, except that this Agreement is conditioned upon its approval by the Chicago City Council.

In Witness Whereof, The Parties hereto have executed this Settlement Agreement as of the date first written above.

[Signature forms omitted for printing purposes.]

ISSUANCE OF MULTI-FAMILY HOUSING REVENUE REFUNDING
BONDS, 1989 SERIES A AND TAXABLE MULTI-FAMILY
HOUSING REVENUE BONDS, 1989 SERIES B
FOR BURNHAM PLAZA PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of City of Chicago Multi-Family Housing Revenue Refunding Bonds, 1989 Series A and City of Chicago Taxable Multi-Family Housing Revenue Bonds, 1989 Series B for the Burnham Plaza Project, 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "City") is a body politic and corporate under the laws of the State of Illinois and a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, As a home rule unit of government, the City may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare, to license, to tax and to incur debt; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City on November 13, 1985, the City issued its Multi-Family Housing Revenue Bonds, Series 1985 (F.H.A. Insured Mortgage Loan -- Burnham Plaza Project) (the "Series 1985 Bonds") for the purpose of financing the acquisition, construction, rehabilitation and equipping of the Burnham Plaza Apartments, a multi-family rental development located at 818 -- 826 South Wabash Avenue in the City containing approximately 292 dwelling units, at least 20% of which were to be occupied by persons of low or moderate income (the "Project"); and

WHEREAS, The Series 1985 Bonds were issued under and pursuant to a certain trust indenture dated as of December 1, 1985 (the "Series 1985 Indenture") between the City and Bank One, Columbus N.A. as trustee (the "Series 1985 Trustee"); and

WHEREAS, Burnham Plaza Associates (the "Partnership"), the beneficiary of the hereinabove defined Mortgage, has requested that the City issue its not to exceed \$30,000,000 Multi-Family Housing Revenue Refunding Bonds, 1989 Series A (Burnham Plaza Project) (the "1989 Series A Bonds") in order to finance the cost of refunding the Series 1985 Bonds; and

WHEREAS, The Partnership has further requested that the City issue its not to exceed \$4,000,000 Taxable Multi-Family Housing Revenue Bonds, 1989 Series B (Burnham Plaza Project) (the "1989 Series B Bonds") in order to finance the reinstatement of the mortgage insurance with respect to the Series 1985 Bonds and certain costs of the project not financed out of the proceeds of the Series 1985 Bonds. (The 1989 Series A Bonds and the 1989 Series B Bonds are hereinafter referred to collectively as the "Bonds"); and

WHEREAS, Donaldson, Lufkin & Jenrette Securities Corporation and Grigsby Brandford Powell, Incorporated (the "Underwriters") shall submit to the City a proposed form of Contract of Purchase (hereinafter defined) relating to the Bonds; and

WHEREAS, The City held a public hearing on December 10, 1985 concerning the issuance of the Series of 1985 Bonds following reasonable public notice of such hearing in accordance with the requirements of Section 103(k) of the Internal Revenue Code of 1954, as amended, and therefore no further public hearings are required; and

WHEREAS, Copies of a Contract of Purchase, a Financing Agreement and an Indenture (as respectively defined hereafter) have been presented to and are before this meeting; now, therefore,

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

SECTION 1. The following words and terms as used in this ordinance shall have the following meanings unless the context clearly indicates another or different meaning or intent:

"Bonds" shall mean the Multi-Family Housing Revenue Refunding Bonds, 1989 Series A (Burnham Plaza Project) of the City in the aggregate principal amount of not to exceed \$30,000,000 and the Taxable Multi-Family Housing Revenue Bonds, 1989 Series B (Burnham Plaza Project) of the City in the aggregate principal amount of not to exceed \$4,000,000, authorized to be issued pursuant to this ordinance and the indenture.

"City" shall mean the City of Chicago, Cook County, Illinois.

"Contract of Purchase" shall mean the Contract of Purchase to be entered into by the City, the Partnership and the Underwriters, as approved by this Ordinance, relating to the purchase of the Bonds.

"Credit Facility" shall mean letters of credit, lines of credit or any other instruments, such as a policy of bond insurance, collateral agreement, surety bond or guarantee issued by a financial institution, which provides security for payment of principal of, premium, if any, and interest on the Bonds when due or upon acceleration.

"Financing Agreement" shall mean the Financing Agreements relating to the Bonds, by and between the City, the Trustee, the Land Trust and the Partnership, as approved by this Ordinance, as the same may be amended from time to time in accordance with its terms.

"Indenture" shall mean the Indentures relating to the Bonds, to be entered into by the City and the Trustees, as approved by this Ordinance, as the same may be supplemented from time to time in accordance with its terms.

"Partnership" shall mean Burnham Plaza Associates, an Illinois limited partnership and any successors or assignees thereof as owner of the Project, either directly or as beneficiary of the Land Trust.

"Project" is defined in the preambles to this ordinance.

"Remarketing Agent" shall mean Donaldson, Lufkin & Jenrette Securities Corporation, or any other successor remarketing agent designated by the City.

"Remarketing Agreement" shall mean any agreement between the City and the Remarketing Agent which may be entered into pursuant to the Indenture, and all modifications, alterations, amendments and supplements thereto.

"Trustee" shall mean Bankers Trust Company of California, and its successors in trust.

"Underwriters" shall mean Donaldson, Lufkin & Jenrette Securities, having its principal offices in New York, New York, and Grigsby Brandford Powell Incorporated, having its principal offices in San Francisco, California.

SECTION 2. The issuance of the Bonds in order to refund the Series 1985 Bonds and to finance certain additional costs of the Project not financed out of the proceeds of the Series 1985 Bonds is hereby determined to be in the public interest and in furtherance of the public purposes set forth in the preamble hereof.

SECTION 3. In order to provide funds to carry out the public purposes set forth in Section 2 hereof, the City does hereby authorize the issuance of two series of bonds to be designated "Multi-Family Housing Revenue Refunding Bonds, 1989 Series A (Burnham Plaza Project)" in the aggregate principal amount of not to exceed \$30,000,000 and "Taxable Multi-Family Housing Revenue Bonds, 1989 Series B (Burnham Plaza Project)" in the aggregate principal amount of not to exceed \$4,000,000. The Bonds shall bear interest payable semi-annually (or at such other time or times as provided in the Indenture) at the rate of interest on the 1989 Series A Bonds not to exceed fifteen percent (15%) per annum and on the 1989 Series B Bonds at a rate of interest not to exceed twenty percent (20%) per annum, with a final maturity not later than November 1, 2028, at a purchase price of not less than 98% of the aggregate principal amount of the Bonds. The Bonds shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture and shall be sold to the Underwriters as provided in the Contract of Purchase. The Mayor or the City Comptroller are each hereby authorized and directed to determine, subject to the terms of the Contract of Purchase, the aggregate principal amount of the Bonds, the interest payment dates, the date of the Bonds, the interest rates, the maturity dates and the redemption, remarketing and tender provisions and prices, and to make such changes, insertions and completions in the Bonds, the Contract of Purchase, the Indenture, the Financing Agreement and other instruments and documents provided for herein as are necessary to reflect such determinations.

SECTION 4. The Bonds, together with interest thereon, shall be limited obligations of the City equally and ratably secured and entitled to the security of a pledge and assignment of the revenues and receipts derived by the City pursuant to the Financing Agreement, the Credit Facility and from any other moneys held by the Trustee under the Indenture for such purpose, and there shall be no other recourse against the City or any property now or hereafter owned by it. The Bonds shall be a valid claim of the owners thereof only against the funds and other moneys held by the Trustee and the revenues and receipts derived from the Indenture. The Bonds and the interest thereon shall not be deemed to constitute an indebtedness, or loan of credit or liability of the United States of America, the City, the State of Illinois or any political subdivision thereof, and their issuance shall not, directly or indirectly or contingently, obligate the City, the State of Illinois or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. Nothing in the Bonds or in the Indenture or the proceedings of the City authorizing the issuance of the Bonds or in this ordinance shall be construed to authorize the City to create a debt of the City, the State of Illinois or any political subdivision thereof within the meaning of any constitutional or statutory provision of the State of Illinois. The nature of the obligation represented by the Bonds is as more fully set forth in the Indenture.

SECTION 5. The Bonds shall be executed on behalf of the City in the manner provided in the Indenture. The form of Bond of each series shall conform to the requirements of the Indenture and shall be in such forms as are approved by the officers of the City signing the Indenture, the execution of said Indenture to constitute conclusive evidence of such approval. If any of the officers who shall have signed or sealed any of said Bonds shall cease to be such officers of the City before the Bonds so signed and sealed shall have been actually authenticated by the Trustees or delivered by the City, such Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such bonds had not ceased to be such officer or officers of the City; and also any such Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of execution of such Bonds shall be proper officers of the City, although at the nominal date of such Bonds any such person shall not have been such officer of the City.

SECTION 6. The Indenture, the Financing Agreement and the Contract of Purchase are hereby approved in substantially the forms presented to this meeting and filed in the official records of the City Clerk, and the Mayor or the Comptroller of the City is hereby authorized and directed to execute, acknowledge and deliver the Indenture and the Financing Agreement on behalf of the City, attested by the City Clerk or Deputy City Clerk, with such changes, insertions and completions therein as shall be approved by such persons executing such documents (subject to the limitations set forth in Section 3 hereof), their execution to constitute conclusive evidence of such approval, and the City Clerk or Deputy City Clerk is hereby authorized and directed to affix to the Indenture and the Financing Agreement the corporate seal of the City. The Trustee, on behalf of the City, is further authorized and directed to execute such instruments, agreements and documents as may be required from time to time to consummate the transaction contemplated hereby.

SECTION 7. The Mayor or Comptroller of the City is hereby authorized and directed to execute and deliver the Contract of Purchase on behalf of the City in connection with the sale of the Bonds, with such terms and conditions therein with respect to the aggregate principal amount, interest payment dates, interest rates, maturity and purchase price of the Bonds (subject to the limitations set forth in Section 3 hereof) and other matters as shall be approved by such persons executing the Contract of Purchase, and the sale of the Bonds pursuant to the Contract of Purchase is hereby authorized, approved and directed.

SECTION 8. In connection with the sale of the Bonds, the Underwriters are hereby authorized to use and distribute a preliminary official statement and an official statement relating to the Bonds, containing such provisions as are necessary to reflect the terms and provisions of the Bonds and to accurately describe the project and the parties to the financing.

SECTION 9. The 1989 Series A Bonds and the 1989 Series B Bonds will each be secured by a Credit Facility approved by the officers of the City executing the Indenture, the execution thereof to constitute conclusive evidence of such approval, effective from the date of issuance which will enable the Bonds to obtain not less than an A rating or the equivalent short-term rating from a nationally recognized rating agency.

SECTION 10. The appointment of Bankers Trust Company of California as Trustee under the Indenture is hereby authorized, approved and confirmed.

SECTION 11. The City hereby approves the appointment of Donaldson, Lufkin & Jenrette Securities Corporation as the initial Remarketing Agent.

SECTION 12. The Mayor, City Comptroller, City Clerk and Deputy City Clerk for and on behalf of the City be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance and the Indenture, the execution and delivery of the Bonds, the redemption of the Series 1985 Bonds, reinstatement of mortgage insurance with respect thereto, and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor, City Comptroller, City Clerk and Deputy City Clerk be, and they hereby are, further authorized and directed for and on behalf of the City, to execute all documents, certificates and other instruments that may be required under the terms of the Contract of Purchase, the Financing Agreement and the Indenture or that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights and purposes of the City under the Contract of Purchase, the Financing Agreement and the Indenture and to discharge all of the obligations of the City hereunder and thereunder.

SECTION 13. The Mayor and the City Comptroller may each designate another person to act as their respective proxy and to affix their respective signatures to the Bonds, whether in temporary or definitive form, and any instrument, agreement, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Ordinance. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, agreements, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When signature of the Mayor is placed on an instrument, agreement, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is placed on an instrument, agreement, certificate or document at the direction of the City Comptroller in the specified manner, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

SECTION 14. The execution and delivery of the Financing Agreement and the Indenture shall constitute conclusive evidence of the approval of the Mayor or Comptroller of the City and the approval of the City Council of the form, terms and provisions of the Credit Facility.

SECTION 15. The redemption of the Series 1985 Bonds as a whole pursuant to the Series 1985 Indenture is hereby authorized and directed to be made in accordance with a written notice (the "Notice") to be given to the Series 1985 Trustee by the Mayor or City Comptroller with such amounts as are deposited with the Series 1985 Trustee for such

begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

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

FREE PERMITS.

Apostolic Church Of God.

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 Apostolic Church of God, for construction of a new church on the premises known as 6303 South Kenwood Avenue.

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.

purpose pursuant to the provisions of the Indenture, such redemption to be made on such date as shall be determined by the party executing the Notice to the Series 1985 Trustee, the execution thereof to constitute conclusive evidence of such determination of redemption date.

SECTION 16. If any section, paragraph, clause or provision of this ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 17. To the extent that any statutes, or ordinances, resolutions or orders of the City, or parts thereof, are in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling.

SECTION 18. This ordinance shall be in full force and effect upon its adoption and approval.

[Indenture of Trust, Financing Agreement and Contract of Purchase attached to this ordinance are omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

**AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS,
LICENSE FEE EXEMPTIONS AND WAIVER OF
FEES FOR CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.**

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred (September 22, October 14, December 7, 14 and 21, 1988 and January 18, February 1, 16, March 29, April 26, May 24 and June 14, 1989) sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions and waiver of fees for certain charitable, educational and religious institutions, having had the same under advisement,

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

*DePaul University.
(Lincoln Park Campus)*

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 DePaul University (Lincoln Park Campus), for reconstruction on the premises known as 2425 North Sheffield Avenue.

Said building shall be used exclusively for school 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.

First Korean Christian Church Of Chicago.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to First Korean Christian Church of Chicago, for building permits to construct addition to church on the premises known as 5406 North Newland Avenue.

Said building shall be used exclusively for not-for-profit and _____ 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.

Loyola University.

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 Loyola University, for demolition of the following buildings: 6353 North Winthrop Avenue; 1053 -- 1063 North Sheridan Road; 6345 -- 6347 North Winthrop Avenue; 6341 -- 6343 North Winthrop Avenue; 6335 North Winthrop Avenue; and 6327 -- 6329 North Winthrop Avenue.

Said buildings 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.

The McDermott Foundation, Incorporated.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The McDermott Foundation, Incorporated, for developing 69 single residency occupancy units on the 5th and 6th floors of the McDermott Center, on the premises known as 932 West Washington Street.

Said building shall be used exclusively for low-income housing 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.

*Northeastern Illinois University.
(Day Care 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 authorized and directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northeastern Illinois University (day care center), for electrical work on the premises known as 5500 North St. Louis Avenue.

Said building shall be used exclusively for educational/day care center 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.

Our Lady Of Lourdes School.

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 Our Lady of Lourdes School, for electrical work (emergency lighting -- fire alarm) on the premises known as 4641 North Ashland Avenue.

Said building shall be used exclusively for school 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.

*Harold D. Rider And Associates
Price And Associates.*

Ordered, That Commissioner of Public Works is hereby authorized and directed to issue the necessary permit to Harold D. Rider and Associates, 300 West Adams Street, Chicago, Illinois 60606, and Price and Associates, 1 North LaSalle Street, Chicago, Illinois 60602, to install a fence on the public way in the alley directly behind the properties commonly known as 1548 -- 1580 North Clark Street, subject to the approval of plans, and on the condition that Harold D. Rider and Associates and Price and Associates shall assume full responsibility for maintenance, and shall indemnify, insure and hold harmless the City of Chicago from all liability.

Saint Ferdinand School.

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 Saint Ferdinand School, for electrical work on the premises known as 3131 North Mason Avenue.

Said building shall be used for school 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.

Young Men's Christian Association.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Young Men's Christian Association, for construction of new building on the premises known as 63rd and South Stony Island Avenue.

Said building shall be used exclusively for recreational 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.

LICENSE FEE EXEMPTIONS.

Day Care Centers.

Clarence Darrow Center/Lawndale Headstart.

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:

Clarence Darrow Center
Lawndale Headstart
2641 West 12th Place.

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

Lincoln Park 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:

Lincoln Park Cooperative Nursery School
1753 -- 1755 North Fern Court.

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

Lutheran Children's 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:

Lutheran Children's Center
8765 West Higgins Road.

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

Lydia Home 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:

Lydia Home Association Day Care Center
4300 West Irving Park Road.

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

Saint Chrysostom's Day 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:

Saint Chrysostom's Day School
1424 North Dearborn Parkway.

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

Sojourner Truth Child Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Sojourner Truth Child Care Center
4945 South Dorchester Avenue.

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

Uptown Child Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Uptown Child Care Center.
1020 West Byrn Mawr Avenue.

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

*The Woodlawn Organization Family Life
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 Family Life
Childhood Development Center
1447 East 65th Street.

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

Homes.

Admiral-Home For The Aged.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Admiral-Home for the Aged, 909 West Foster Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1989.

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

*Augustana Center For Developmental Disabilities.
(Lutheran Social Services Of Illinois)*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Augustana Center for Developmental Disabilities, 7464 North Sheridan Road, (Lutheran Social Services of Illinois), is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1989.

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

Bethesda Home And Retirement Center.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Bethesda Home and Retirement Center, 2833 North Nordica Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1989.

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

Bohemian Home For The Aged.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Bohemian Home for the Aged, 5061 North Pulaski Road, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1989.

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

Casa Central Center Home.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Casa Central Center Home, 1401 North California Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1989.

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

Covenant Home Of Chicago.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Covenant Home of Chicago, 2725 West Foster Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1989.

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

Danish Old People's Home.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Danish Old People's Home, 5656 North Newcastle Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1989.

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

Grace Convalescent Home.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Grace Convalescent Home, 2800 West Grace Street, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1989.

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

Jewish Peoples Convalescent Home.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Jewish Peoples Convalescent Home, 6512 North California Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1989.

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

Misericordia Heart Of Mercy.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Misericordia Heart of Mercy, 6300 North Ridge Avenue:

Marian Center	50 bed	ICF/DD
Shannon House	8 bed	Sheltered Care
Rice House	8 bed	Sheltered Care
O'Donnell House	8 bed	Sheltered Care
Baggott House	12 bed	Sheltered Care
McAuley House	8 bed	Sheltered Care
Heart of Mercy T4	8 bed	Sheltered Care
Heart of Mercy T7	8 bed	Sheltered Care

is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1989.

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

*Misericordia Heart Of Mercy Sheltered Care Facility
(Adult Units).*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Misericordia Heart of Mercy Sheltered Care Facility (adult units), 6300 North Ridge Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1989.

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

Saint Joseph Home Of Chicago, Incorporated.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Saint Joseph Home of Chicago, Incorporated, 2650 North Ridgeway Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1989.

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

Saint Pauls House.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Saint Pauls House, 3831 North Mozart Street, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1989.

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

Selfhelp Home For The Aged.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Selfhelp Home for the Aged, 908 West Argyle Street, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1989.

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

Hospitals.

Bethany Methodist 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:

Bethany Methodist Hospital
5025 North Paulina Street.

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

Bethany Hospital/Evangelical Health System.

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:

Bethany Hospital/Evangelical Health System
3435 West Van Buren Street.

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

Jackson Park 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:

Jackson Park Hospital
7531 South Stony Island Avenue.

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

Loretto Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of permit fee from the Department of Inspectional Services for the remodeling of the 3 Psych Unit, Permit Number 635:

Loretto Hospital
645 South Central Avenue.

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

Schwab Rehabilitation Center.

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:

Schwab Rehabilitation Center
1401 South California Avenue.

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

South Chicago Community 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:

South Chicago Community Hospital
2320 East 93rd Street.

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

Shelter.

McKinley Davis House.

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 McKinley Davis House, 4237 South Indiana Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1989.

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

WAIVER OF FEES.

American Legion.

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for the erection of a reviewing stand for the American Legion Parade on South Dearborn Street between 200 and 240 on Friday, July 14, 1989, for the hours of 6:30 P.M. to 8:30 P.M.

Festa Italiana.

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for Festa Italiana, sponsored by the Chicago Amerital Unico Club, 2041 West Carroll Avenue, Chicago, Illinois 60612, to be held at Navy Pier from August 18 through August 20, 1989.

Festival Polonaise.

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for the Festival Polonaise, sponsored by the Polish American Foundation, 5844 North Milwaukee Avenue, Chicago, Illinois 60646, to be held at Navy Pier from July 14 through July 16, 1989.

Celebrate On State Street.

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for the Third Annual Celebrate On State Street special event sponsored by the Greater State Street Council, 36 South State Street, for the period of June 15 and 16, 1989, during the hours of 10:00 A.M. and 8:00 P.M. each day.

*Greater Walter African Methodist Episcopal
Zion Church.*

Ordered, That the Commissioner of the Department of Inspectional Services waive fees for construction permit for the Greater Walter African Methodist Episcopal Zion Church, 8422 South Damen Avenue, P. Riley.

Irish Festival.

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for the Irish Festival, sponsored by Irish Fest Chicago, (Merchandise Mart P.O. Box 4106, Chicago, Illinois 60654) to be held at Navy Pier on July 7 through July 9, 1989.

Saint Denis Family Festival.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to waive all fees for permits for the Saint Denis Family Festival, from Wednesday, June 14, 1989 through Sunday, June 18, 1989, to be held at 8301 South St. Louis Avenue, Chicago.

Wrightwood Improvement Association Festival.

Ordered, That the City Comptroller waive all fees and sureties for the Wrightwood Improvement Association Festival, to be held on August 11th, 12th and 13th, 1989 at Hayes Park, 2936 West 85th Street. Contact person: Mike Olewinski, 2637 West 79th Street.

2200 -- 2500 Blocks Of South St. Louis Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby authorized and directed to give consideration to waive electrical permit fees for the installation of residential post lights from the 2200 block to the 2500 block of South St. Louis Avenue.

2200 -- 2300 Blocks Of South Trumbull Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby authorized and directed to give consideration to waive electrical permit fees for the installation of residential post lights from the 2200 block to the 2300 block of South Trumbull Avenue.

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, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred on June 14, 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

Alderman Caldwell 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 Service 32 West Randolph Street	F2-900125 (Private Fire Alarm Box)	\$10.00
	P1-900820 (Fuel Burn. Equip.)	58.00
Cabrini Hospital 811 South Lytle Street	F2-900029 (Private Fire Alarm Box)	10.00
Chicago Boys Club 2950 West 25th Street	P1-901423 (Fuel Burn. Equip.)	202.00
Convent of the Sacred Heart 6250 North Sheridan Road	A1-900776 (Elev.)	60.00
Copernicus Foundation 5216 West Lawrence Avenue	A1-707230 (Elev.)	30.00
	B3-603112	34.00
	B3-603113	34.00
	B3-603114	34.00
	B3-702297	34.00
	B3-702305	34.00
	B3-702308	34.00
	B3-901076	34.00
	B3-901087	34.00
	B3-901089 (Public Place of Assembly)	34.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	P1-706681 (Fuel Burn. Equip.)	\$86.00
La Rabida Hospital East 65th Street at Lake Michigan	A1-505738	60.00
	A1-611736 (Elev.)	60.00
Northwest Home for the Aged 6300 North California Avenue	F2-900137 (Private Fire Alarm Box)	10.00
Norwood Park Home 6016 North Nina Avenue	F2-900140	10.00
	F2-900141	10.00
	F2-900268 (Private Fire Alarm Box)	10.00
	R1-701346 (Drwy.)	75.00
Safer Foundation 571 West Jackson Boulevard	P1-901107 (Fuel Burn. Equip.)	29.00
Saint Francis Borgia Church 8033 West Addison Street	F4-626661 (Mech. Vent.)	77.50
Schwab Rehabilitation Center 1401 South California Avenue	F2-900168 (Private Fire Alarm Box)	10.00
Washington and Jane Smith Home 2340 West 113th Place	F2-900098 (Private Fire Alarm Box)	10.00

REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE
EMPLOYED BY SAINT JOHN DE LA SALLE PARISH.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 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 Steele for Saint John De LaSalle Parish -- eight (8) 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Chapter 173, Section 173-6 of the Municipal Code of the City of Chicago, the following charitable institution employs 8 special police and shall pay a fee of \$10.00 per license for the year 1989:

Saint John De LaSalle Parish
10203 South Dr. Martin Luther King Jr. Drive.

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

AUTHORITY GRANTED FOR CANCELLATION OF EXISTING
WATER RATES AND REFUND OF FEES FOR
CERTAIN CHARITABLE, EDUCATIONAL
AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred (June 14, 1989) sundry proposed ordinances and orders transmitted therewith to authorize the cancellation of existing water rates and refund of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

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

CANCELLATION OF EXISTING WATER RATES.

Fraternal Order Of Eagles.

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 and the Commissioner of Sewers are hereby authorized and directed to cancel existing rates in the amount of \$792.88, charged to the Fraternal Order of Eagles, 3711 West 55th Street (Account Number 2-2610-26-7200-1).

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

Vietnamese Association 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 \$13,000, charged to the Vietnamese Association of Illinois, 5016 North Winthrop Avenue.

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

REFUND OF FEES.

De Paul University.

Ordered, That the City Comptroller is hereby authorized and directed to give consideration to De Paul University, 2425 North Sheffield Avenue, for reimbursement of construction permit fee Permit Number B710131 in the amount of \$32,000.00.

Saint Elizabeth Church.

Ordered, That the City Comptroller is hereby authorized and directed to give consideration to Saint Elizabeth Church, 50 East 41st Street, for reimbursement of construction permit fee Permit Number B702882 in the amount of \$1,682.00.

INSTALLATION OF ALLEY AND/OR STREET LIGHTS
AT SPECIFIED LOCATIONS.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration nine (9) orders authorizing the installation of alley and/or street lights at various locations:

Alderman Rush	Alley light -- East 40th Street, between South King Drive and South Calumet Avenue (1 light) and alley lights -- East 40th Street, between South Indiana Avenue and South Calumet Avenue (2 lights);
Alderman Streeter	Alley light -- Alley between Vincennes and Stewart Avenues;

- Alderman Davis Alley light -- Alley between West Iowa Street and West Rice Street;
- Alderman Austin Alley light -- Entrance at 10650 South Halsted Street;
Street light -- 10749 South Racine Avenue;
Alley lights -- In back of 1138 West 107th Street and 1154 West 107th Street;
- Alderman Natarus Street light -- Northwest corner of West Germania Place and North Clark Street;
Street light -- 1525 North Sandburg Terrace; and
- Alderman M. Smith Alley light -- Behind 5544 North Glenwood Avenue,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed nine (9) 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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):

West Germania Place And North Clark Street.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of a street light on the northwest corner of West Germania Place and North Clark Street.

Portions Of East 40th Street.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of alley lights at the following locations: East 40th Street, between South Dr. Martin Luther King, Jr. Drive and South Calumet Avenue (one (1) light) and East 40th Street, between South Indiana Avenue and South Calumet Avenue (two (2) lights).

5544 North Glenwood Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light behind the premises located at 5544 North Glenwood Avenue.

10650 South Halsted Street.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light at the entrance at 10650 South Halsted Street.

5609 West Iowa Street.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light at approximately 5609 West Iowa Street.

10749 South Racine Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of a street light at 10749 South Racine Avenue.

1525 North Sandburg Terrace.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of a street light at 1525 North Sandburg Terrace.

7656 South Vincennes Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light behind the premises located at 7656 South Vincennes Avenue.

1138 And 1154 West 107th Street.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of alley lights in back of 1138 West 107th Street and 1154 West 107th Street.

INSTALLATION OF GUARDRAIL AT WEST 71ST STREET
AND SOUTH LAFAYETTE AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the installation of a guardrail located at 71st Street and South Lafayette Avenue, having had the same under advisement, begs leave to report and recommend that the Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of a guardrail on West 71st Street and South Lafayette Avenue.

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, June 28, 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

Regular orders printed on pages 2504 through
2507 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 2508 of this Journal.]

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 6/28/89
REGULAR ORDERS

EMPLOYEE NAME	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALFORD	POLICE OFFICER	TWELFTH DISTRICT	10/19/85	68.00
BALWIN	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/26/89	57.40
BAY	POLICE OFFICER	FOURTEENTH DISTRICT	8/25/88	14.00
BELL	POLICE OFFICER	EIGHTEENTH DISTRICT	10/28/88	80.00
BOBO	POLICE OFFICER	ELEVENTH DISTRICT	8/11/88	40.00
BURKE	POLICE OFFICER	FIRST DISTRICT	10/18/88	40.00
CAFARELLI	POLICE OFFICER	NINTH DISTRICT	12/05/87	50.00
CARR	POLICE OFFICER	ELEVENTH DISTRICT	9/13/88	126.00
CARRION	POLICE OFFICER	RECRUIT TRAINING	9/03/88	126.00
CARTEGENA	POLICE OFFICER	TENTH DISTRICT	7/14/88	150.00
CLEARY	POLICE OFFICER	NINETEENTH DISTRICT	1/23/89	560.06
CLEMONS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/06/88	18.00
CREEDON	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/03/85	55.00
CUBE	POLICE OFFICER	OHARE SECURITY	3/09/88	40.00
CUNNINGHAM	POLICE OFFICER	SECOND DISTRICT	10/10/88	124.00
DANIELS	POLICE OFFICER	SIXTEENTH DISTRICT	9/22/86	86.00
DEPILLARS	POLICE OFFICER	THIRD DISTRICT	7/25/88	40.00
DOMAGALA	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/14/88	3898.00
DOMBROWSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/02/88	45.00
DOYLING	POLICE OFFICER	NINTH DISTRICT	9/26/88	50.60
DOYLE	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.B.	8/23/88	137.25
DUINN	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/03/88	50.00
ELENZ	POLICE OFFICER	TWENTIETH DISTRICT	8/30/88	1110.00
ENGELS	POLICE OFFICER	FIFTEENTH DISTRICT	9/26/88	75.00
EVANS	POLICE OFFICER	THIRD DISTRICT	8/12/88	300.00
FLAHERTY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/19/88	230.00
FUDALA	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/29/88	330.50
GAMBLE	POLICE OFFICER	FIFTEENTH DISTRICT	11/19/88	556.90
GERACI	POLICE OFFICER	YOUTH DIVISION AREA TWO	4/22/88	720.00
GERALI	POLICE OFFICER	THIRTEENTH DISTRICT	8/07/88	432.00
GIANNONI	POLICE OFFICER	SEVENTEENTH DISTRICT	4/22/88	168.00
GIBSON	POLICE OFFICER	SECOND DISTRICT	9/27/88	58.00
GORDON	POLICE OFFICER	INTERSECTION CONTROL UNIT	10/06/88	21282.20
GRASZER	POLICE OFFICER	EIGHTEENTH DISTRICT	11/20/88	400.00
GUTIEREZ	POLICE OFFICER	NINTH DISTRICT	11/28/88	381.00
HAYNES	POLICE OFFICER	EIGHTEENTH DISTRICT	11/25/88	223.25
HERNANDEZ	POLICE OFFICER	TWELFTH DISTRICT	11/19/88	819.00
HERNANDEZ	POLICE OFFICER	TWENTIETH DISTRICT	11/05/88	251.00
HILL	POLICE OFFICER	SIXTH DISTRICT	5/26/84	50.00
HAVATY	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/29/88	55.80
HORTON	POLICE OFFICER	BOMB AND ARSON SECTION	8/09/88	230.00
HOWE	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/03/88	162.40
HUDSON	POLICE OFFICER	CANINE UNIT	12/16/88	1293.27
HYBL	POLICE OFFICER	FIFTEENTH DISTRICT	7/20/88	1454.00
JACKSON	POLICE OFFICER	SEVENTH DISTRICT	4/08/88	566.00
JAMISON	POLICE OFFICER	FOURTH DISTRICT	11/05/87	50.00
JONES	POLICE OFFICER	SEVENTH DISTRICT	11/23/88	1439.00
JUREK	POLICE OFFICER	NINETEENTH DISTRICT	11/04/88	148.00
KAMPENGA	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	11/30/88	73.40

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 6/28/89

REGULAR ORDERS

NAME	UNIT OF ASSIGNMENT	DATE INJURED	VEHICLE TOTAL
AGALLI, M	TENTH DISTRICT	10/07/88	230.00
AGALLI, M	TENTH DISTRICT	11/04/88	330.00
AGALLI, M	TENTH DISTRICT	11/17/88	191.50
AGALLI, M	TENTH DISTRICT	11/21/88	170.00
AGALLI, M	TENTH DISTRICT	10/28/88	45.00
AGALLI, M	TENTH DISTRICT	11/30/88	463.75
AGALLI, M	TENTH DISTRICT	12/20/83	359.00
AGALLI, M	TENTH DISTRICT	11/05/88	446.00
AGALLI, M	TENTH DISTRICT	11/14/88	194.00
AGALLI, M	TENTH DISTRICT	11/10/88	1141.59
AGALLI, M	TENTH DISTRICT	11/12/88	141.00
AGALLI, M	TENTH DISTRICT	11/16/88	313.25
AGALLI, M	TENTH DISTRICT	4/23/88	2105.38
AGALLI, M	TENTH DISTRICT	4/25/83	85.00
AGALLI, M	TENTH DISTRICT	8/12/88	110.00
AGALLI, M	TENTH DISTRICT	11/23/88	590.00
AGALLI, M	TENTH DISTRICT	11/03/88	1448.25
AGALLI, M	TENTH DISTRICT	5/08/88	14.50
AGALLI, M	TENTH DISTRICT	5/18/88	1099.09
AGALLI, M	TENTH DISTRICT	6/20/88	29.75
AGALLI, M	TENTH DISTRICT	11/10/88	818.91
AGALLI, M	TENTH DISTRICT	10/19/88	155.00
AGALLI, M	TENTH DISTRICT	6/11/88	30.00
AGALLI, M	TENTH DISTRICT	11/25/88	214.20
AGALLI, M	TENTH DISTRICT	11/13/88	605.80
AGALLI, M	TENTH DISTRICT	12/07/88	15.00
AGALLI, M	TENTH DISTRICT	2/16/88	4109.00
AGALLI, M	TENTH DISTRICT	11/24/88	5542.75
AGALLI, M	TENTH DISTRICT	1/10/87	55.00
AGALLI, M	TENTH DISTRICT	6/23/88	40.00
AGALLI, M	TENTH DISTRICT	11/08/88	1310.00
AGALLI, M	TENTH DISTRICT	1/13/89	84.00
AGALLI, M	TENTH DISTRICT	11/02/88	166.25
AGALLI, M	TENTH DISTRICT	9/07/88	2534.00
AGALLI, M	TENTH DISTRICT	11/02/88	106.95
AGALLI, M	TENTH DISTRICT	11/21/88	1047.50
AGALLI, M	TENTH DISTRICT	10/29/87	503.00
AGALLI, M	TENTH DISTRICT	5/09/88	1134.00
AGALLI, M	TENTH DISTRICT	11/09/88	758.00
AGALLI, M	TENTH DISTRICT	9/02/88	230.00
AGALLI, M	TENTH DISTRICT	11/09/88	133.50
AGALLI, M	TENTH DISTRICT	5/31/85	140.00
AGALLI, M	TENTH DISTRICT	6/25/88	413.30
AGALLI, M	TENTH DISTRICT	10/20/88	273.00
AGALLI, M	TENTH DISTRICT	11/23/88	413.00
AGALLI, M	TENTH DISTRICT	11/26/88	127.50
AGALLI, M	TENTH DISTRICT	10/19/88	132.50
AGALLI, M	TENTH DISTRICT	10/16/88	368.25
AGALLI, M	TENTH DISTRICT	11/13/88	950.75

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 6/28/89
REGULAR ORDERS

EMPLOYEE NAME	*****	EMPLOYEE NAME	*****	*****	*****	UNIT OF ASSIGNMENT	*****	*****	*****	DATE INJURED	VOUCHER TOTAL
POPOVITS		RICHARD		POLICE OFFICER		TENTH DISTRICT				11/09/88	4343.40
FURTELL		JAMES E		POLICE OFFICER		NINTH DISTRICT				8/04/88	35.00
RAMIREZ		RAY		POLICE OFFICER		TENTH DISTRICT				11/21/88	549.50
KESENDEZ		JESSE		POLICE OFFICER		THIRTEENTH DISTRICT				8/24/88	631.00
ROBERTS		THEODORE		POLICE OFFICER		SEVENTH DISTRICT				11/26/88	221.50
ROBIAK		EDMUND J		POLICE OFFICER		FOURTH DISTRICT				11/03/88	2492.00
SCHERGEN-OREILLY		RYA E		POLICE OFFICER		ELEVENTH DISTRICT				11/12/88	65.00
SCHRECK		WALDEMAR J		POLICE OFFICER		TWENTY-THIRD DISTRICT				4/11/88	927.50
SERFE		CHARLES		POLICE OFFICER		EIGHTEENTH DISTRICT				11/28/88	527.75
SIEDLECKI		CHARLES		POLICE OFFICER		SEVENTH DISTRICT				11/08/88	91.00
SILVA-PRZYBOROWSKI		FRANK G		POLICE OFFICER		SIXTEENTH DISTRICT				11/23/88	39.65
SIVICEK		IANIEL		POLICE OFFICER		SECOND DISTRICT				11/22/88	127.00
SKIFFER		JOHN F		POLICE OFFICER		TWENTY-FOURTH DISTRICT				12/29/88	133.92
ST CLAIR		BEREA P		POLICE OFFICER		PUBLIC TRANSPORTATION M.T.S.				1/18/89	287.10
STATON		HAROLD T		POLICE OFFICER		TWENTY-THIRD DISTRICT				2/15/88	1819.50
STEC		WILLIAM W		POLICE OFFICER		SEVENTH DISTRICT				2/07/89	660.00
STEHLIK		JOSEPH E		POLICE OFFICER		GANG CRIMES ENFORCEMENT DIVI81				11/25/88	453.08
SULLIVAN		IANIEL J		POLICE OFFICER		RECRUIT TRAINING				8/30/88	37.00
TUDRON		JAMES		POLICE OFFICER		TWENTY-FIFTH DISTRICT				9/11/85	667.00
ULRICH		MARY		POLICE OFFICER		FIFTH DISTRICT				11/10/88	958.61
VALLEYFIELD		BOB		POLICE OFFICER		FIFTH DISTRICT				10/08/88	14.35
VANEK		EDWARD		POLICE OFFICER		TWENTY-FOURTH DISTRICT				10/12/88	846.60
VASQUEZ		VIDAL		POLICE OFFICER		TWENTY-FOURTH DISTRICT				11/11/88	1042.00
VITEK		FRED		POLICE OFFICER		TWENTY-FOURTH DISTRICT				11/20/88	167.14
VOLPI		CHARLES F JR		POLICE OFFICER		TWENTY-SECOND DISTRICT				11/01/88	299.00
WALSH		ROBERT E		POLICE OFFICER		SECOND DISTRICT				11/15/88	170.00
WARD		DANNY E		POLICE OFFICER		TENTH DISTRICT				11/24/88	285.50
WARD		STEPHEN		POLICE OFFICER		SECOND DISTRICT				11/07/88	249.10
WARE		AUSTIN		POLICE OFFICER		SECOND DISTRICT				10/21/88	269.00
WATSON		GREGORY		POLICE OFFICER		PUBLIC TRANSPORTATION M.T.S.				12/14/88	1050.50
WEAVER		MICHAEL J		POLICE OFFICER		FIRST DISTRICT				10/06/88	301.00
WEAVER		SEBASTIAN Q		POLICE OFFICER		NINTH DISTRICT				10/16/88	90.00
WHITE		KENNETH		POLICE OFFICER		GANG CRIMES ENFORCEMENT DIVI81				10/19/88	163.50
YAMASHIROYA		GARY H		POLICE OFFICER		TWENTIETH DISTRICT				10/03/88	1119.00
ZIOLKOWSKI		RAYMOND		POLICE OFFICER		FIRST DISTRICT				11/27/88	1538.00
ZOLLER		RICHARD J		POLICE OFFICER		DETECTIVE DIV AREA 1 PROPERTY				3/04/88	58.68
BANKS		EDDIE		FIREFIGHTER		ENGINE COMPANY 162				1/05/88	5130.00
BARRY		ROY		CAPTAIN		TRUCK 47				2/18/87	350.00
BRAGGS		ALBERT		FIREFIGHTER		ENGINE COMPANY 26				10/29/85	75.00
CALE		PAUL		LIEUTENANT		DISTRICT RELIEF 1				1/09/87	586.20
CORBETT		JAMES		CAPTAIN		SQUAD 5				8/18/88	98.00
DEENEEN		IANIEL		FIREFIGHTER		TRUCK 47				9/25/88	5037.81
DEVENS		ROBERT		CAPTAIN		ENGINE COMPANY 100				12/23/88	2976.75
DOULING		JAMES		FIREFIGHTER		ENGINE COMPANY 126				12/15/87	109.75
HEALY		GEORGE		FIREFIGHTER		SQUAD 5				2/01/88	398.19
HOBM		JOHN		PARAMEDIC		DISTRICT RELIEF 3				9/08/88	925.00
JACOBSEN		FRANK		PARAMEDIC		FIRE PREVENTION				6/09/87	76.00
KOTSIWAS		GUS		FIREFIGHTER		TRUCK 35				1/21/89	5007.25
LASCO		SAMUEL		FIREFIGHTER		TRUCK 58				2/01/85	1372.50

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 6/28/89

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
STEWART	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	3555.29
TEMPLE	FIREFIGHTER	ENGINE COMPANY 63	9/29/87	30.00
WHITE	PARAMEDIC	UNKNOWN	4/10/88	209.00

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 6/28/89
THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ADAMS	POLICE OFFICER	SEVENTEENTH DISTRICT	9/04/87	136.00
AGUILAR	POLICE OFFICER	FOURTEENTH DISTRICT	5/04/88	40.00
ALEXANDER	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/07/89	436.00
BARNHILL	POLICE OFFICER	AUTO THEFT SECTION	11/10/87	516.00
BIELECKI	POLICE OFFICER	ELEVENTH DISTRICT	10/20/88	674.00
BOONE	POLICE OFFICER	EIGHTH DISTRICT	10/26/88	27.00
BRADY	POLICE OFFICER	CANINE UNIT	10/07/88	423.00
COLEMAN	POLICE OFFICER	SECOND DISTRICT	5/21/88	150.00
CROMLEY	POLICE OFFICER	INTERSECTION CONTROL UNIT	9/04/87	4902.47
DUDEK	POLICE OFFICER	SEVENTEENTH DISTRICT	9/07/88	599.00
EVANS	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	9/30/88	35.00
GADBERRY	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/12/87	205.00
GONZALES	POLICE OFFICER	TWELFTH DISTRICT	9/04/88	343.00
GUTIERREZ	POLICE OFFICER	THIRTEENTH DISTRICT	7/05/88	125.00
HANSEN	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/03/88	204.50
HAREJ	POLICE OFFICER	EIGHTH DISTRICT	8/04/88	145.20
IGYARTO	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/05/88	847.20
JAGLARSKI	POLICE OFFICER	OHARE LAW ENFORCEMENT	11/06/86	76.00
JAMES	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/10/88	441.00
JONES	POLICE OFFICER	ELEVENTH DISTRICT	10/25/88	264.90
KLEIN	POLICE OFFICER	EIGHTEENTH DISTRICT	6/15/88	1080.00
KOLOVITZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/03/87	110.00
KOSTECKI	POLICE OFFICER	ELEVENTH DISTRICT	11/15/88	303.50
KRIEGER	POLICE OFFICER	FOURTEENTH DISTRICT	11/01/88	4630.59
LAMBERT	POLICE OFFICER	ELEVENTH DISTRICT	11/27/88	355.00
LOPIT	POLICE OFFICER	NINTH DISTRICT	10/21/88	40.00
MCCASTER	POLICE OFFICER	ELEVENTH DISTRICT	10/25/88	191.90
RAFATA	POLICE OFFICER	TRAFFIC DIVISION ADMINISTRATION	10/18/88	903.00
ROE	POLICE OFFICER	FOURTH DISTRICT	11/22/88	484.00
SCHULTZ	POLICE OFFICER	EIGHTH DISTRICT	12/10/87	240.00
SIMPSON	POLICE OFFICER	OHARE LAW ENFORCEMENT	2/12/88	50.00
SINENI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/17/88	6925.77
SUCHARSKI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/17/88	438.50
TANTARO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/20/88	64.00
ULDRYCH	POLICE OFFICER	ELEVENTH DISTRICT	3/24/85	1240.00
HARDER	FIREFIGHTER	ENGINE COMPANY 73	12/30/83	267.72
TAYLOR	CAPTAIN	BATTALION 1/ENGINE COMPANY 13	1/13/85	618.25

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:

Family Enrichment Counseling Center, Incorporated
July 15, August 15 and 16, 1989 -- south side;

Chicago House and Social Service Agency, Incorporated
June 22 and 24, 1990 -- citywide; and

City of Hope,
June 9, 1990 -- citywide.

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

Re-Referred -- CHICAGO POLICE DEPARTMENT AND LOCAL
LAW ENFORCEMENT AGENCIES URGED TO PROTECT
ANONYMITY OF PERSONS REGISTERING
COMPLAINTS.

The Committee on Finance submitted a report recommending that the City Council refer to the Committee on Police, Fire and Municipal Institutions a proposed resolution authorizing the Chicago Police Department and local law enforcement agencies to protect the anonymity of persons registering complaints with their departments for the protection and safety of such persons.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed resolution was *Re-Referred to the Committee on Police, Fire and Municipal Institutions* by yeas and nays as follows:

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

Nays -- None.

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

Action Deferred -- SUBMISSION OF APPLICATION FOR
URBAN DEVELOPMENT ACTION GRANT FOR
LEXINGTON HOTEL REDEVELOPMENT
PROJECT.

The Committee on Finance submitted the following report which was, on motion of Alderman Burke and Alderman Roti, *Deferred* and ordered published:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the submission of an application for an Urban Development Action Grant for the Lexington Hotel Redevelopment Project, located on South Michigan Avenue and Cermak Road, 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.

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

WHEREAS, In order to develop viable urban communities, the Housing and Community Development Act of 1974, as amended, provides that Urban Development Action Grants may be made available to cities to fund projects which promote decent housing and stimulate private investment in urban communities; and

WHEREAS, Vilas Historic Partners Limited Partnership has proposed to acquire and rehabilitate the historic Lexington Hotel and adjacent buildings to the east for a 290 guest room hotel and 60,000 square feet retail complex in Chicago's near south Loop, to the east of Michigan Avenue and north of Cermak Road; and

WHEREAS, The City of Chicago, through the Department of Economic Development has prepared an application for an Urban Development Action Grant in the amount of \$2,600,000 to be used along with \$15,500,000 of private funds and \$9,000,000 of other funds to construct the facility; now, therefore,

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

SECTION 1. The Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an Urban Development Action Grant in the amount of \$2,600,000 for the Lexington Hotel Redevelopment Project.

SECTION 2. The Mayor of the City of Chicago and the Commissioner of Economic Development are authorized to act in connection with the application, to give what assurances are necessary and to provide such additional information as may be required by the United States Department of Housing and Urban Development.

SECTION 3. Upon the approval of the above application by the Secretary of the United States Department of Housing and Urban Development, the Mayor of the City of Chicago is authorized to enter and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement by and between the City of Chicago and the United States Department of Housing and Urban Development for the partial funding of the project.

SECTION 4. To the extent any ordinance, resolution, rule, order of the City Council or provision of the Municipal Code of the City of Chicago, or any part thereof, is in conflict with this ordinance, the provision of this ordinance shall be controlling.

SECTION 5. This ordinance shall be effective by and from the date of its passage.

COMMITTEE ON AVIATION.

EXECUTION OF AGREEMENT WITH UNITED STATES AIR FORCE FOR EXCHANGE OF LAND AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, June 22, 1989.

To the President and Members of the City Council:

Your Committee on Aviation, to which was referred (June 14, 1989) an ordinance authorizing the execution of an agreement between the City of Chicago and the United States Air Force for an exchange of land at Chicago O'Hare International Airport, 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 unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 of Chicago is a home rule unit of government under the 1970 Constitution of the State of Illinois; and

WHEREAS, The improvement of Chicago-O'Hare International Airport (the "Airport") pertains to the local government and affairs of the City of Chicago; and

WHEREAS, By ordinance passed April 25, 1985, the City Council authorized the execution of an Amended and Restated Chicago-O'Hare International Airport Use Agreement and Terminal Facilities Lease (Journal of the Proceedings of the City Council, April 25, 1985, pages 15697 to 15797) which provides for a program of development to improve access to the Airport and to provide additional parking; and

WHEREAS, In order to undertake such a program of development it is necessary that the City of Chicago acquire certain land owned by the United States Air Force which is currently contiguous to the Airport and improved with various facilities related to military use of the Airport; and

WHEREAS, The United States Air Force has agreed to convey such land to the City of Chicago in exchange for (i) other land located at the Airport which is currently owned by the City of Chicago; and (ii) the City's undertaking to construct replacement facilities for use by the United States Air Force; now, therefore,

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

SECTION 1. The Land Exchange Agreement between the City of Chicago and the United States Air Force attached hereto is hereby authorized and approved. The Mayor is hereby authorized to execute the Land Exchange Agreement between the City of Chicago and the United States Air Force in substantially the form attached hereto after approval of the Corporation Counsel as to form and legality and execution by the Comptroller. The City Clerk is authorized to attest and affix the seal of the City of Chicago.

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

Land Exchange Agreement attached to this ordinance reads as follows:

*Land Exchange Agreement Between The City
Of Chicago And The United States Air Force.*

This Exchange Agreement (hereinafter referred to as "Agreement") is entered into between the United States of America, represented by the Department of the Air Force (hereinafter generally referred to as "the Government"), and the City of Chicago, Illinois (hereinafter referred to as "the City"). The Agreement provides for the conveyance by the Government to the City and lease or granting of an easement to the Government by the City of certain parcels of land located at O'Hare International Airport, Cook County, Illinois (hereinafter referred to as "O'Hare"), and the payment for or construction of certain Government Replacement Facilities at O'Hare by the City. In addition, the City and the Government make a number of other commitments related to the O'Hare Air Reserve Forces Facility (hereinafter referred to as the "military reservation") and O'Hare Airport, as further set forth therein.

It is understood and agreed that this Agreement was initiated by the City and is being undertaken for convenience of and at the expense of the City; that the City is to bear all of the costs of such Replacement Facilities for Government activities, either by paying the Government therefore or by accomplishing construction of the Replacement Facilities itself, as set forth herein; and that the City will make no claims against the Government in any way related to or arising out of the furnishing of the Replacement Facilities to be constructed by the City, other than as provided for in this Agreement. The primary purpose of the Agreement is to permit the City to obtain certain land contiguous to the military reservation at O'Hare for purposes of facilitating the completion of O'Hare Development Project Numbers 580 and 581. A Memorandum of Understanding was executed between the parties on April 26, 1986, regarding a somewhat different land exchange arrangement involving both the Air Force and the Army. A draft agreement was prepared on July 29, 1987 to effectuate that earlier version of the transaction.

The City assures the Government that its long-range plans for O'Hare do not involve acquiring from the Government any more land or causing any more boundary changes beyond those called for in this Agreement and the possible relocation to the north of Runway 27R (paragraph 7.i. herein). The City will continue to support a permanent Government presence at its established military reservation (as modified as a result of this Agreement) at O'Hare. The land to be conveyed or leased under this Agreement is identified in paragraph 2 below and on the map attached as an exhibit hereto. The Replacement Facilities (hereinafter defined) are identified in paragraph 3. The land exchange and City payment for design and construction of Replacement Facilities will take place in two (2) phases, as described herein.

1. Authority.

The Government is entering into this Agreement pursuant to the authority contained in Title 10, United States Code, Section 2233, and the National Defense Authorization Act, 1989, Section 2603. The City is entering into this Agreement pursuant to its Home Rule authority. Both parties warrant that they are authorized to act in the capacities and for the purposes represented.

2. Land To Be Exchanged; Evidence Of Title.

a. The Government agrees to convey to the City by quitclaim deed, free and clear of all liens, encumbrances, and use restrictions, except those agreed by the parties' negotiators as necessary to be preserved, and those waived by the City; and relinquish its rights under the existing leases of the following parcels of land at O'Hare consisting of the approximate acreages shown below and extent of interest indicated, designated by the parcel numbers and described on the map attached as an exhibit hereto (hereinafter referred to collectively as "the Air Force properties"):

Parcel 1	5.776 acres (conveyance to City) (reserving to the Government two perpetual utility and pipeline easements for the operation, maintenance and/or repair of underground storm and sanitary sewers; and reserving to the Government a perpetual easement for ingress and egress over the existing road to the auxiliary entrance (Gate 133) to the military facility)
Parcel 2	11.016 acres (conveyance to City)
Parcel 3	20.923 acres (conveyance to City)
Parcel 4A	1.970 acres (1,904.65-foot-long strip west of center line of Old Mannheim Road) (conveyance to City)
Parcel 6	3.232 acres (conveyance to City)
Parcel 12	Leasehold presently used for the Old Alert Hangars, associated ramps and taxiways, and access/frontage road to Alert hangars (relinquish remainder of existing lease from the City)
Parcel 14	Leasehold for Air Force Scenic Taxiway and a portion of Runway 32R-14L (relinquish remainder of existing lease from the City)

b. Parking Lot D is Government property used by City as holdover tenant under a month-to-month lease paid up through January, 1989. It will be renewed under present terms after January, 1989, but at no cost to the City until December 31, 1990; thereafter, rent to the City becomes \$5,000 per month until December 31, 1991, or until City-constructed Phase II Replacement Facility construction is completed, whichever occurs first. After Phase II closing, leases end and the Government retains the property.

c. The City agrees to lease to the Government, free and clear of all liens, encumbrances and use restrictions, except those waived by the Government, the following parcels of land at O'Hare consisting of the approximate acreages shown below and for the periods of time and extent of interest indicated, designated by the parcel numbers and described on the map attached as an exhibit hereto (hereinafter referred to collectively as "the City properties"):

Parcel 5	34.835 acres, presently leased to the Air Force at no cost until the year 2008 (extend lease at no cost until the year 2033, deleting any termination right on the part of the City)
Parcel 7	3.520 acres (to be used as an access road to Parcel 8) (no-cost lease for the length of the lease on Parcel 8, including any extensions thereof)

Parcel 8 34.599 acres (to be used as a replacement remote antennae farm) (no-cost, 25-year lease)

(Note: There is no Parcel 4, 9, 10, 11, 13, or 15 included in this Land Exchange Agreement.)

d. Prior to the Phase II Closing (as hereinafter defined), the Government and City agree to grant to the other or cancel, as appropriate, certain easements required for Federal Aviation Administration (F.A.A.) navigational purposes, utilities and pipelines or other purposes, as agreed to by the parties' negotiators.

e. With regard to the City's extension of East-West Runway 27R-09L to the east, the City has constructed a new, 75-foot wide South-East Taxiway north of the runway, suitable for commercial and military aircraft use. As hereafter addressed in subparagraph 7.i, the Department of the Air Force agrees to grant a permit to the F.A.A. for the location of a glide slope equipment shed and supporting utilities, to be located on Parcel 12 between the north edge of the new South-East Taxiway and the south boundary of the military reservation. Permit will be granted upon request by the F.A.A. and after a determination has been made between the Air Force and the F.A.A. as to the location of the facilities.

3. Replacement Facilities.

a. Within thirty (30) days after the execution of this Agreement the City shall pay the Government the sum of \$13,112,896 to be used for design and construction of:

- (1) a replacement fuel farm;
- (2) high open bay and heated equipment storage facilities; and
- (3) communications/operational maintenance island adjacent to Building 51.

b. The City will construct or improve for the Government the following facilities. The City shall bear all costs of planning, designing, engineering, contracting, contract supervision, site preparation, facility construction, improvement, landscaping, cleanup, and any other expenses associated with the construction or improvement of such Replacement Facilities. The Air Force will provide inspectors, at its own expense, to observe this construction through the agreed-to performance period. Any observations by Air Force representative(s) concerning compliance by the City with the previously-agreed-to plans and specifications must be made to the authorized City representative and not to the contractor(s).

- (1) With regard to Parcels 7 and 8, the City will provide, in accordance with the plans and specifications previously agreed between the parties and to the reasonable satisfaction of the Government, all necessary fill, grading and revegetation required to

make the Parcel 8 area usable by the Air Force as a remote antennae farm. In addition, the City will provide a filled and graded, paved access road commencing at the west end of Parcel 8 and extending across Parcel 7. Parcels 7 and 8 will not require security fencing or lighting. The City reserves the right to relocate (from time to time as necessary for O'Hare-related development) the access road to Parcel 8. Sixty (60) days prior notice shall be given to the Government, and a comparable new road shall be in place and usable by the Government before the old one is closed. Upon such relocation, the parties shall terminate the existing lease of Parcel 7 and enter into a new lease for the new access road.

(2) The City will provide at its sole expense replacement security fencing and lighting and power poles, to standard military specifications, along the proposed relocated eastern boundary of the military reservation, opposite Parcel 4A.

(3) The City will provide a replacement water meter and water vault, at a location within the relocated boundaries of the military reservation to be specified by the Government, to replace existing facilities located on City property.

4. Rights-Of-Entry; Temporary Facility.

Permission for access to the military reservation for the City or its contractors to construct Replacement Facilities or for other activities related to this Agreement must be obtained in advance from the Commander, 928th Tactical Airlift Group, O'Hare Reserve Forces Facility, Illinois, in the form of a specific written right-of-entry granted for the construction or other activity concerned, subject to such reasonable conditions and restrictions as determined by the Government.

5. Conveyance Of Title.

a. Within twenty (20) days after receipt by the Government of payment for those Replacement Facilities which are to be constructed by the Government as described in paragraph 3.a, above, the Government will convey title to Parcels 1, 2, 3 and 4A, to the city and will relinquish its remaining lease on that portion of Parcel 12 which is north of Runway 27R-09L and south of the south boundary of Parcel 5 in exchange for the lease extension of Parcel 5 to the Government pursuant to paragraph 2.c, above, in the first phase of the land exchange (herein called the "Phase I Closing"); provided, however, that Parcel 4A shall not be conveyed to the City until after the City has completed construction of the new fencing and lighting previously provided for in paragraph 3.b.(2).

b. Within twenty (20) days after acceptance by the Air Force of completion of all City-constructed Replacement Facilities and the improvements being made on Parcels 7 and 8, the parties shall consummate the second phase of the land exchange (herein called "Phase II Closing"). Acceptance by the Air Force will be based on compliance with the previously agreed-to plans and specifications, and will not be unreasonably withheld. At the Phase II Closing, the Government will convey title to Parcel 6 to the City, and will relinquish its

remaining leasehold on Parcel 14; and the City will execute a lease to the Government of Parcels 7 and 8. At the Phase II Closing, or as reasonably soon thereafter as the Government has completed construction of the high open bay and heated equipment storage facility pursuant to paragraph 3.a.(2) herein, the Government will relinquish its remaining portion of the leasehold on Parcel 12 that contains the old alert hangars.

c. The parties agree that the exchanges, leases and obligations in the two (2) phases are linked together and may not be separated. Completion of the entire land exchange, leases, easement and construction of City-constructed Replacement Facilities shall proceed as rapidly as practicable. Any substantial failure by the City in its obligation to pay for those Replacement Facilities which are to be constructed by the Government or to construct the City-constructed Replacement Facilities or other substantial failure to comply with the Agreement's terms, which is not cured within a grace period of thirty (30) days after receipt of written notice of such default from the Government, will entitle the Government to declare a default under this Agreement. The Government shall detail in the notice the matters which are in default under provisions of this Agreement and declare this Agreement to be breached if the default is not corrected within the time allotted. The notice shall be mailed or hand-delivered to the City and addressed or directed to the Corporation Counsel of the City. Notwithstanding anything to the contrary herein contained, if the nature of the default is such that it requires more than thirty (30) days to cure, the time to cure shall be extended for the period of time needed to cure, provided that the City presents to the Government a proposed course of action which is reasonably designed to expeditiously cure its default, and provided that the City diligently pursues such course of action.

d. The Government shall not retain recapture rights to the land and facilities to be conveyed and surrendered to the City under subparagraph 2.a above.

e. The City shall give written consent and acceptance of the title to the parcels of real estate it is to receive, prior to the recordation of title. The City shall furnish the Government, at the City's expense, surveys of all the land to be leased to the Government and conveyed to the City. The City, in its sole discretion, may obtain title insurance at its own expense.

f. The City and the Government shall cause any existing lease, easement or use permit to each other or to a third party to be cancelled prior to the exchange or lease of property, except those agreed by the parties' negotiators as necessary and appropriate to be retained in effect.

g. The parties agree to execute any appropriate instruments necessary to accomplish the cancellations. These may include a deed and money escrow to facilitate the change of properties, the cost of which would be borne by the party requiring it, or divided equally if both parties found it appropriate.

h. The City shall furnish to the Government a certified copy of the ordinance duly adopted by the City Council of the City of Chicago authorizing the lease of the real estate specified in paragraph 2 above to the Government.

i. The Government has provided a report of this intended transaction to the Congress pursuant to the National Defense Authorization Act, 1989, Section 2603, and the required waiting period has elapsed. At the Phase I Closing, the Government shall present to the City evidence that all other necessary authorities and approvals from Congress and the Executive Branch of the Government pertaining to this transaction have been obtained.

6. Environmental Condition Of Transferred Property.

a. Prior to each of the Phase I and Phase II Closings, each party shall certify to the other that the parcels to be conveyed or leased by it pursuant to this Agreement are free of all known toxic or hazardous substances, contaminated soil or subsoil debris, or waste materials, except as therein stated. Except as provided in subparagraphs 6.c and 6.d below, the existing Government property and facilities will be transferred to the City in an "as-is" condition, and the Government shall not be responsible for any repairs to or restoration thereof, and the City property will be transferred to the Government in an "as-is" condition and the City shall not be responsible for any repairs or restoration except as otherwise provided for in this Agreement regarding construction.

b. The parties acknowledge and agree that certain of the lands and facilities being transferred from the Government to the City may contain hazardous waste and materials in the form of toxic or hazardous substances, contaminated soil, subsoil debris, or otherwise. This hazardous waste, insofar as it is now known, has been studied during the preparation of the environmental assessment for this land exchange dated February, 1987, as well as in a Dames and Moore study and two associated studies by R. F. Weston, Incorporated. All parties have received copies of the environmental assessment, the Dames and Moore report, and the two reports of R. F. Weston, Incorporated. The parties agree that, as between the parties, the Government has general responsibility for the eventual accomplishment of any legally-required clean up or other remedial action with regard to any such hazardous waste that is in, on, or under the lands and facilities involved, except to the extent of any such hazardous waste deposited on the land after the City is in possession, and subject to the limitations of paragraph 6.d(4) below. "Deposit" by the City shall not be deemed to include seepage or leakage from conditions dating from Government occupancy of the land. Such obligation of the Government shall survive the transfer of title to the City. However, the Government has no funds budgeted, programmed, or appropriated for the cleanup of or other remedial action at these lands and facilities in the near future.

c. The parties acknowledge and agree that the aforesaid environmental assessment resulted in a finding of no significant impact (hereinafter F.O.N.S.I.), based upon the assumption that the City's construction activities and the construction of Replacement Facilities will be conducted in the locations and in the manner which had been described by the City to the Air Force, which were addressed in the R. F. Weston, Incorporated, reports, and that several stated environmental mitigation steps would be undertaken prior to or in conjunction with the demolition and development activities which are part of the proposed actions. Likewise, the United States Environmental Protection Agency, Region V (hereinafter U.S.E.P.A.), and the State of Illinois Environmental Protection Agency (hereinafter Ill. E.P.A.) have advised that their concurrence in the termination of this environmental assessment with a F.O.N.S.I. is based on those mitigation steps taking

place and certain further information being provided regarding the hazardous waste situation and construction activities. Each of the parties agrees that it will comply with the environmental mitigation steps recommended in the environmental assessment with respect to its own construction activities. The technical guidance for carrying out these steps is the R. F. Weston, Incorporated, reports.

d. To the extent that the Government is responsible for carrying out the construction of Replacement Facilities under paragraph 3.a. herein, the Government will bear all responsibility for the environmental aspects, and any additional costs caused by environmental factors, of that construction. To the extent that the City is responsible for its own construction program on land conveyed to it by the Government under this Agreement, the following terms apply. The City will provide the information requested by the U.S.E.P.A. and Ill. E.P.A. as it undertakes any and all such demolition and development activities. The City specifically agrees to do the following with respect to the City-constructed facilities, as more fully described in the R. F. Weston, Incorporated, reports:

(1) The City will provide the U.S.E.P.A. and Ill. E.P.A. with detailed construction drawings and excavation information, showing the relationships of any construction and excavation it is undertaking to those sites referred to in the environmental assessment and R. F. Weston, Incorporated, reports as Installation Restoration Program (I.R.P.) sites 1, 2, 3 and 4.

(2) The City will limit its excavation at the I.R.P. sites to the minimum necessary for the stated construction.

(3) The City will develop and implement worker health and safety plans and construction contingency plans. These plans will comply with United States Occupational Safety and Health Administration, U.S.E.P.A. and Ill. E.P.A. requirements. These plans will include doing air monitoring for worker safety and having a qualified professional, trained in hazard recognition, present during all of its intrusion construction at the I.R.P. sites as proposed in the R. F. Weston, Incorporated, reports. These plans will be provided to the U.S.E.P.A. and the Ill. E.P.A.

(4) If the on-site professional identifies hazards that have not been previously identified or adequately evaluated, an Exposure Assessment for the Ill. E.P.A. may be required. Likewise, any other necessary studies, regulatory compliance actions, cleanup, remedial actions, et cetera, of whatever nature necessary to enable the City to proceed with its obligations under this Agreement, to carry out its construction program, or to abort or modify its construction program because of the hazardous waste situation discovered and stabilize or remediate the hazardous waste situation in a lawful manner will be undertaken and paid for by the City. However, to the extent that such additional studies, regulatory compliance actions, remedial actions, et cetera, are required in response to environmental hazards that are materially greater in scope, different from, or additional to the ones previously identified in the several previous studies, environmental assessment and F.O.N.S.I., and for which mitigating measures are prescribed in Sections 3.5 and 4.5 of the environmental assessment dated February, 1987, the Government agrees to undertake to reimburse the City for such expenses in a

future fiscal year, which cannot occur before fiscal year 1992. Any such undertaking by the Government is expressly subject to the appropriation of funds therefore by the Congress, which the Government agrees to request and support in the appropriate budget submission(s). It is also subject to two conditions: (1) Timing of the reimbursement is subject to the consideration that the Government's limited environmental restoration and cleanup appropriations must be used on a priority basis, determined by comparing the severity of the environmental hazards at O'Hare prior to having been cleaned up with the severity of the environmental hazard situation at many Air Force cleanup sites around the country. (2) The Government will only undertake to reimburse the City to the extent that the expenses involved do not exceed what the Government would have had to pay for necessary environmental actions if it had undertaken such actions in the absence of the City's aggravation of the cleanup situation due to its construction or remedial activities.

(5) The City will inform the Air Force of any correspondence, discussions, or meetings with environmental, regulatory or enforcement agencies, including the U.S.E.P.A. and the Ill. E.P.A., pertaining to Air Force land involved in this Agreement; provide copies of all such documents to the Air Force; and invite Air Force participation whenever hazardous waste or similar environmental issues on these or other transferred lands is the topic.

(6) The City will arrange that its major construction projects (e.g., people-mover/parking lot facilities, City-constructed Replacement Facilities) will be accomplished on a staggered basis, to reduce both fugitive dust and other construction-related pollutants and road traffic congestion at high or demand periods.

(7) The City will manage erosion control during its construction by measures such as phased construction, landscaping, seeding and mulching of areas where soil may be exposed for lengthy periods, and the construction of drainages and siltation ponds.

7. General Provisions.

a. The City agrees that the Government land obtained by it through this exchange shall be used solely for airport-related purposes.

b. The City agrees to maintain permanently at its sole expense the road leading to the military reservation's auxiliary entrance (Gate 133). A suitable traffic light or lights will be installed prior to the Phase I Closing and operated by the City at the Gate 133 access to Zemke Road, to expedite the flow of traffic to and from the military reservation. If unimpeded Government access through that entrance is prevented in the future, the City, in cooperation with the Government, will provide, at the City's sole expense, suitable alternative access.

c. The City will deliver to the Government and convey ownership of all design work, drawings, and associated materials, in whatever form they now exist, for all facilities the City would have built for the Air Force under the April 25, 1986, Memorandum of Intent and the July 29, 1987, draft text of this Agreement.

d. The City is responsible for obtaining any required approvals from any applicable federal and state government agencies and shall reimburse the Government for the cost of, and assist in preparation of, any required environmental analysis or other required studies that may need to be accomplished in the future to effectuate this land exchange agreement. The parties have complied with the National Environmental Policy Act (N.E.P.A.). The Government's contract costs for N.E.P.A. analysis to date have been paid by the City. The Air Force will make a good faith effort to expedite all further required Congressional approvals and other federal studies and clearances. The parties further agree that any exchange of properties and construction must comply with all applicable rules and regulations of the Federal Aviation Administration ("F.A.A.") and other requirements of federal law. At the Phase I Closing each party shall certify in writing to the other party that it has completed all activities required to be performed prior to conveyance with respect to all required approvals from other federal and state agencies and environmental analyses, including without limitation all applicable rules and regulations of the F.A.A.

e. The City shall comply with all applicable federal, state and local laws, rules and regulations applicable to any action or activity conducted under, pursuant to, or in consequence of this Agreement, including without limitation the rules and regulations of the F.A.A.

f. The City and the Government each represents that, subject to the previous paragraph 5.h, it has obtained the authority necessary to enter into and implement this Agreement and that when fully executed this instrument will provide sufficient legal and administrative authorization for the City and the Government to proceed with the fiscal planning, facility design, and the execution of all documents necessary to carry out the real estate transactions and construction activities hereunder and all other provisions of this Agreement.

g. The City recognizes the Government's right to continued use of, in common with other aircraft, the Airport, including existing runways, taxiways, parking aprons, navigation aids, and other airfield system facilities and future additions and improvements thereto. Such use, except for substantial use as hereinafter provided, will be without charge excepting repair of damage, if any, caused by Government aircraft. However, the Government recognizes that the Airport is the primary commercial air services center for the Chicago Region and that substantial use of the Airport by Government aircraft could unduly interfere with the use of the airfield system by commercial aircraft and could jeopardize the City's ability to recover the cost of developing, operating and maintaining the facilities. The City shall not charge any fee for Government flight operations at O'Hare so long as Government operations do not constitute substantial use. The parties agree that substantial use of the Airport by Government aircraft will be considered to exist only during any month or months when operations of such aircraft shall exceed 950 operations. An operation is a landing or a takeoff. The Government agrees to give the City at least sixty (60) days prior written notice before implementing (1) any substantial increase in assigned aircraft; or (2) any conversion from one type of assigned aircraft to another (aircraft types presently assigned are KC-135 tankers and C-130 transports) at the military reservation at O'Hare. For the purpose of this Agreement, "substantial increase" is more than two aircraft. Substitution of a different model of the same aircraft type shall not be considered to be a conversion from one type of assigned aircraft to another. The

Government will comply with the National Environmental Policy Act (N.E.P.A.) prior to deciding upon any substantial increase in the number of military aircraft permanently stationed at O'Hare. The Government will promptly provide to the City copies of its non-classified environmental analysis under N.E.P.A., together with any associated environmental documents which are available to the public. The Government agrees to work with the City to provide, consistent with military operations, maximum distribution of monthly flight operations to achieve compatibility with civil operations at the Airport. If a situation of substantial use occurs in the future, the parties agree to work together to develop a mutually acceptable operational and/or economic solution. The parties agree to modify the effect of provisions in all prior deeds, leases, or other instruments which are inconsistent with this understanding, by suitable instruments, which will be appropriately recorded or otherwise implemented.

h. With regard to the City's ongoing extension of East-West Runway 27R-09L to the east, the City has constructed a 75-foot wide South-East Taxiway north of the runway to provide Government and commercial aircraft access to the new east end of that runway. Replacement, maintenance, repair, grass cutting and snow removal costs associated with this new South East Taxiway and its associated lighting and clearance shall be borne by the City. At the Phase I Closing, the Government will grant the City an easement to conduct such activities. At the Phase I Closing, the Air Force will relinquish to the City the remaining period of its lease to the present South East Taxiway, which is the portion of Parcel 12 which is north of Runway 27R-09L and south of the south boundary of Parcel 5. The balance of the Parcel 12 lease shall be relinquished to the City pursuant to paragraph 5.b. above.

i. If, in the future, a proposal is made to relocate Runway 27R to the north, the Air Force agrees to work with the City and the F.A.A. in order to comply with F.A.A. guidelines and other legal requirements to attempt to reach an agreement on such a relocation which will not adversely affect the military reservation. In such event, the City will pursue a design strategy which will be compatible with the Air Force's uninterrupted use of the military reservation.

8. Authorized Representatives And Notices.

a. The Commander, 928th Tactical Airlift Group (Air Force Reserve), O'Hare ARFF, Illinois 60666, is designated as the Government representative for implementation and administration of this Agreement.

b. The Commissioner of Aviation of the City of Chicago is designated as the City's representative for implementation and administration of this Agreement.

c. All notices and communications relating to interpretations, disputes, violations, or changes in the Agreement will be in writing and, if sent to the Government, will be mailed, delivered or telegraphed and confirmed to the authorized representative listed in subparagraph a., or his successor in office, or if sent to the City, will be mailed, delivered or telegraphed and confirmed to the Corporation Counsel of the City, Room 511, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and to the Commissioner of Aviation,

Room 3000, 20 North Clark Street, Chicago, Illinois 60602. In addition, each party, by writing to the foregoing address of the other party, may designate another address for such communications and shall promptly designate a field representative for construction or other matters. Any oral approval or disapproval by a Government construction representative of City-constructed Replacement Facility plans or activities shall be confirmed in writing by the Government as soon as possible.

9. Duration Of Agreement; Termination; Modification Or Waiver.

The parties shall cooperate and use their best efforts to implement this Agreement expeditiously. Subject to permitted delays, and notwithstanding any provision in the Agreement to the contrary, the parties agree that in the event the construction of City-constructed Replacement Facilities incident to this Agreement has not started within six (6) months of the date scheduled for commencement of such construction, or is not completed within three (3) years of the date of this Agreement, the Government will be entitled to declare this Agreement terminated. No change, modification, or waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

10. Effective Date.

This Agreement shall become effective upon signature by the duly authorized representatives of both parties.

11. Counterparts.

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

12. Recordation Of Agreement.

The parties agree to execute and deliver both originals of this Agreement in proper form for recording and/or indexing in the appropriate land or governmental records. Either party may record its original of the Agreement and in such an event will send the other party a certified copy of the recordation.

13. Unauthorized Commissions Or Fees.

The City warrants that it has not employed any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to require payment from the City of the amount of such commission, percentage, brokerage, or contingent fee. This warranty shall not apply to commissions payable upon contract or lease secured or made through bona fide established commercial or selling agencies maintained by the City for the purpose of doing business.

14. Benefits To Government Officials.

No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share of this Agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to any benefit to a corporation for its general benefit.

15. Gratuities.

If it is found, after notice and hearing, by the Secretary of the Air Force or his designee, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the City, or any agent or representative of the City, to any officer or employee of the Government with a view toward securing this Agreement or favorable treatment with respect to the awarding or amending or the making of any determinations with respect to this Agreement (provided that the existence of the facts upon which the Secretary or his designee makes such findings shall be in issue and may be reviewed in any competent court against an arbitrary, capricious, or abuse of discretion review standard), then the Government, in its discretion, may punish the culpable individuals in accordance with applicable law.

16. Survival Clause.

The provisions of this Agreement and the representations and warranties herein shall survive the execution and delivery of the Deeds or other real estate documents and shall not be merged therein.

17. Successors And Assignees.

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

18. Supersedes Memorandum Of Intent Of April 25, 1986.

The parties agree that this Agreement fully embodies the intent and agreement of the parties and supersedes and replaces the previous Memorandum of Intent between the Government and the City and, upon execution of this Agreement, the Memorandum of Intent of April 26, 1986, shall be null and void and of no further force and effect. The parties hereto shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained therein.

19. Periods Of Time.

Whenever periods of days are stated in this Agreement, they refer to calendar days and not workdays.

20. 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.

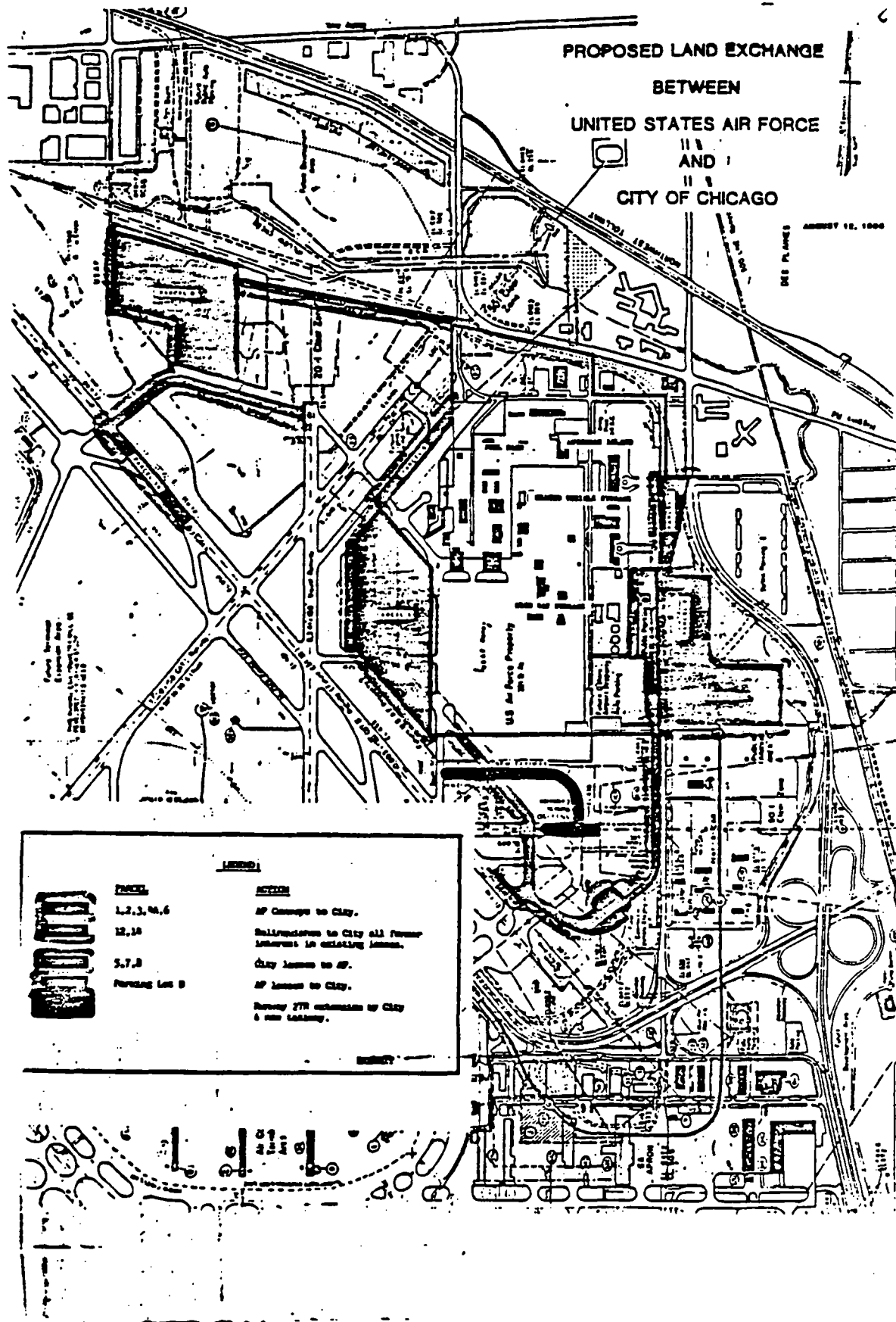
21. Disputes And Implementation.

In the event that a dispute arises over interpretation or implementation of any term or condition of this Agreement, the parties agree to work in good faith to resolve it promptly. If resolution cannot be reached at lower levels, the dispute shall be elevated within thirty (30) days of any impasse to the signatories to this Agreement or their designated personal representatives, who shall resolve it in the intended spirit of this Agreement.

In Witness Whereof, The parties hereto have executed this Agreement on the day and year first written above.

[Signature forms omitted for printing purposes.]

[Map attached to this Land Exchange Agreement printed
on page 2527 of this Journal.]



EXECUTION OF CONTRACT WITH A.T.&T. COMMUNICATIONS,
INCORPORATED PROVIDING FOR LONG DISTANCE
TELEPHONE SERVICE FOR ALL PUBLIC PAY
TELEPHONES AT CHICAGO O'HARE
INTERNATIONAL AND CHICAGO
MIDWAY AIRPORTS AND
MERRILL C. MEIGS
FIELD.

The Committee on Aviation submitted the following report:

CHICAGO, June 22, 1989.

To the President and Members of the City Council:

Your Committee on Aviation, to which was referred (June 14, 1989) an ordinance authorizing the City to enter into a contract with A.T.&T. for the provision by A.T.&T. of long distance telephone service for all public pay telephones at O'Hare International, Midway and Meigs Field Airports, 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 unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

On motion of Alderman Cullerton, 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, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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:

WHEREAS, Public phones owned and maintained by Illinois Bell Telephone Company ("public telephones") are presently installed in City-owned real estate located at O'Hare International Airport, Midway Airport and Meigs Field Airport (collectively, the "Airports"); and

WHEREAS, The Department of Aviation has received proposals from various long distance telephone companies to provide long distance services through the public telephones at the Airports ("Dial 0 Plus"); and

WHEREAS, The Department of Aviation of the City of Chicago ("D.O.A.") has selected the proposal of A.T.&T. Communications, Incorporated ("A.T.&T.") as the most advantageous to the City; and

WHEREAS, The D.O.A. desires to obtain "Dial 0 Plus" services from A.T.&T. for the public telephones at the Airports for a period of six months; now, therefore,

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

SECTION 1. The Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller and by the Corporation Counsel as to form and legality is hereby authorized to execute on behalf of the City of Chicago an agreement with A.T.&T., substantially in the form attached hereto as Exhibit "A".

SECTION 2. The Commissioner of Aviation is authorized to negotiate amendments to the Agreement, extending the Agreement for additional periods not to exceed six months in total, providing that in the event of an extension of the Agreement, the City shall receive as additional compensation an amount proportional to the compensation received under the original term of the Agreement.

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

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

Exhibit "A".

Agreement.

This Agreement (the "Agreement") is entered into by and between the City of Chicago, a

municipal corporation of the State of Illinois, acting by its Department of Aviation ("City") and A.T.&T. Communications, Incorporated, a Delaware corporation registered to do business in the State of Illinois (A.T.&T."), as of this April 1, 1989.

Recitals.

Whereas, Telephones for the use of the public, owned and maintained by Illinios Bell Telephone Company ("Public Telephones") are presently installed in City-owned real estate located at O'Hare International Airport, Midway Airport and Meigs Field Airport (collectively the "Airports"); and

Whereas, Pursuant to a certain court order entered in the United States District Court for the District of Columbia, Civil Action No. 82-0192 on October 14, 1988, the City was given the option to select (for a period of time as of yet undetermined by the Court) a long distance telephone company to provide operator assisted "Dial 0 Plus" interlata long distance services for calls to locations outside the local service area ("Dial 0 Plus"); and

Whereas, In consideration of those payments to be made and obligations assumed by A.T.&T. under the Agreement, the City selected A.T.&T. to provide "Dial 0 Plus"; and

Whereas, A.T.&T. will, as a result of the City's selection, derive substantial revenues from the placement by members of the public of "Dial 0 Plus" long distance calls through the Public Telephones at the Airports; now, therefore, the City and A.T.&T. agree as follows:

1. The City hereby selects A.T.&T. as the long distance carrier providing "Dial 0 Plus" for all Public Telephones at the Airports. The City shall provide Illinois Bell Telephone Company such documentation as may be necessary to effectuate this selection. The City's obligation to continue with A.T.&T. as the long distance carrier providing "Dial 0 Plus" shall cease and the Agreement shall terminate on October 1, 1989.
2. Upon termination of the Agreement, the City shall be entitled to enter into another agreement with any carrier providing long distance "Dial 0 Plus" telephone service. In the event that the City switches over to a carrier other than A.T.&T., the City shall be responsible for any applicable switchover fees.
3. Simultaneously with execution of this Agreement by the City, A.T.&T. paid the City the amount of \$1,810,000.00, receipt of which is acknowledged by execution of the Agreement by the City.
4. In the event that the billed revenues for A.T.&T. long distance operator assisted calls (i.e., collect calls, credit card calls, and calls billed to a third number) from Public Telephones at the Airports exceed \$7,000,000.00

during the six month period of time commencing on April 1, 1989 and ending on October 1, 1989 (the "Revenues") A.T.&T. shall pay to the City, no later than November 3, 1989, an amount equal to 18% of that amount of Revenues in excess of \$7,000,000.00.

5. In the event of any extension of this agreement past October 1, 1989, such extension not to exceed six months in total, A.T.&T. shall pay to the City in advance \$210,000.00 per month, payable within the first five (5) days of each month, as a minimum guarantee. This minimum amount shall be increased at month's end to equal 18% of the gross revenue generated by the telephones at the Airport, if applicable.
6. In providing "Dial 0 Plus" services through the Public Telephones at the Airports, A.T.&T. shall comply with all applicable federal, state and local laws, regulations, tariffs and court orders.
7. A.T.&T. will provide a monthly report to the City containing, for each Public Telephone at the Airports, the telephone number of each payphone, the total revenue generated by each phone, total messages generated by the phone message service, total minutes usage per phone, and a summary of each of the above categories.
8. The City shall be entitled to terminate this Agreement at any time prior to October 1, 1989 by refunding to A.T.&T. an amount bearing the same ratio to \$1,810,000.00 as the numbers of days running from April 1, 1989 to the effective date of termination bears to a period of 180 days.
9. A.T.&T.'s rates are pursuant to tariff and are a matter of public record.
10. In the event that at any time, and for any period of time exceeding seventy-two (72) hours, A.T.&T. is unable to provide "Dial 0 Plus" service to any Public Telephone at the Airport for reasons attributed to A.T.&T. and/or to A.T.&T.'s lines, installations, devices or operations, the City shall be entitled to terminate this Agreement, by written notice to A.T.&T. without being obligated to refund to A.T.&T. any monies paid by A.T.&T. to the City pursuant to this Agreement.
11. The City shall incur no responsibility for payment of any "Dial 0 Plus" services provided by A.T.&T. through the Public Telephones at the Airports pursuant to the Agreement.
12. Personnel.

Salaries of employees of A.T.&T. in performing under the Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 918; 62 Stat. 740; 63 Stat. 108; Title 18 U.S., Section 871; and Title 40

U.S.C., Section 276c). A.T.&T. shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions, including but not limited to the terms contained in this section, in all subcontracts under this Contract to insure compliance with this section in such regulations, and shall be responsible for the submission of affidavits required thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

13. Conflict Of Interest.

No member of the governing body of the City and no other officer, employee or agent of the City, shall have any personal, financial or economic interest, direct or indirect, in the Agreement, or any subcontract resulting therefrom. The Agreement is subject to, and A.T.&T., its subcontractors of any tier, agents, employees and consultants shall comply with, all requirements of and avoid engaging in any acts or conduct which would result in, or would entice any third party to commit, a violation of Chapter 26.2 of the Municipal Code of Chicago, "Governmental Ethics".

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of the Agreement or to any benefit to arise herefrom if said Agreement is funded in whole or in part, directly or indirectly, by the Federal Government. No members of the governing body or officer, employee or agent of other units of government who exercise any functions or responsibilities in connection with: (i) the Agreement and (ii) "Dial O Plus" services, shall have any personal, financial or economic interest, direct or indirect, in the Agreement or any subcontract resulting therefrom.

14. Nondiscrimination.

A.T.&T., in performing under the Agreement shall not discriminate against any workers, employees, or applicants, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. A.T.&T. 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 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. A.T.&T. shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. A.T.&T. 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, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 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 sub, as amended; to Ill. Rev. Stat., Chapter 29, Sections 17 to 24 inclusive; and ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3876 of the Journal of Proceedings (Municipal Code of the City of Chicago, August 21, 1945, page 3876 of the Journal of Proceedings (Municipal Code of the City of Chicago, Chapter 198.7A); and the provisions of 41 C.F.R. Chapter 60.

15. Confidentiality.

Any technical or business information or data disclosed or furnished to the City by A.T.&T. ("Information") including all information relating to A.T.&T. calls, remains the property of A.T.&T. When in tangible form, this information must be returned upon request. All such information must be kept confidential by the City and used only in the City's performance under this Agreement, unless the information was previously known to the City without any obligation of confidentiality or is made public by A.T.&T. or is required to be disclosed by law.

All of the reports, information, or data prepared or assembled by A.T.&T. under the Agreement are confidential, and A.T.&T. agrees that said reports, information or data shall not be made available to any individual or organization without the prior written approval of the City, except as mandated by law.

16. Subletting And Assignment.

A.T.&T. shall not assign the Agreement or any part thereof, except to a parent or subsidiary company, without the written consent of the Commissioner of Aviation of the City of Chicago. In no case shall such consent relieve A.T.&T. from the obligations under, or change the terms of, the Agreement.

Any unauthorized assignment, either in whole or in part, or any interest herein, shall cause the annulment of said transfer or assignment so far as the City is concerned.

17. A.T.&T. will indemnify, keep and save harmless the City, its agents, officials and employees against all suits or claims, including attorneys fees and court costs, that may be based on any injury to persons or property that is the result of an error, omission or willful or negligent act of A.T.&T. or any person employed by A.T.&T. in the performance under this Agreement.
18. If the Federal Communications Commission, State Public Utilities Commission or a court of competent jurisdiction issues an order or ruling which contains terms or conditions that change rules and regulations so that the City is not permitted to select the long distance carrier for all "Dial O Plus" inter-lata calls from the covered telephones, or if A.T.&T. is prohibited by one of the above mentioned bodies from paying the fees provided herein, the City's duty to route all such calls to A.T.&T. will end and A.T.&T. may terminate this Agreement by sending written notice to the City. Termination of this Agreement under this paragraph will not give the City any right to seek damages from A.T.&T. as long as A.T.&T. complies with its obligations to the City up to the date of termination.
19. Insurance.

A.T.&T. Communications will purchase and maintain during the life of this Agreement insurance coverage which will satisfactorily insure them against claims and liabilities which could arise because of the execution and performance of Agreement. The insurance coverages required are as follows:

- A. Workmen's Compensation insurance covering A.T.&T. for any and all claims which may arise against A.T.&T. because of the Workmen's Compensation and Occupational Disease Acts of the State of Illinois. The Employer's Liability Section of the Workmen's Compensation policy shall have a limit of not less than \$100,000.00.
- B. Comprehensive Liability insurance protecting A.T.&T. against any and all liability claims which may arise in the course of performance of this contract with limits of \$1,000,000.00 per occurrence on bodily injury, property damage, and personal injury, and name the City of Chicago as an additional insured.
- C. Comprehensive Automobile Liability Insurance, including Employers Non-Ownership and Hired Car Coverage protecting A.T.&T. against automobile claims whether on or off the Owner's premises with bodily injury and property damage limits of

\$1,000,000.00 per occurrence and name the City of Chicago as an additional insured.

The Comprehensive General Liability and Contractual Liability coverages, or any combination thereof, will also protect A.T.&T. at least to the same limits of liability against claims which may arise because of the indemnity or contractual agreement contained within this contract. The City of Chicago pursuant to and in accordance with the requirements of Illinois law accepts the fact the A.T.&T. Communications is self-insured for the first \$2.5 million of general liability insurance, workmen's compensation insurance, and has coverage for excess liability. A.T.&T. will furnish the City of Chicago copies of Certificates of Insurance evidencing coverages as stated above within thirty days of the execution of this Agreement.

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

[Signature forms omitted for printing purposes.]

FILING OF GRANT APPLICATION WITH FEDERAL AVIATION
ADMINISTRATION FOR PURCHASE OF FRONT-END
LOADER AND ENGINEERING FOR PERIMETER
FENCING AT MERRILL C. MEIGS FIELD.

The Committee on Aviation submitted the following report:

CHICAGO, June 22, 1989.

To the President and Members of the City Council:

Your Committee on Aviation, to which was referred (June 14, 1989) an ordinance between the City of Chicago and the Federal Aviation Administration for the purchase of a front-end loader and engineering for perimeter fencing at Merrill C. Meigs Field, 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 unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. The Commissioner of Aviation on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, upon approval as to form and legality by the Corporation Counsel, an application for federal assistance, said application to be substantially in the form as attached.

SECTION 2. The Mayor of the City of Chicago is authorized in making of said application to commit a local contribution of \$13,150 for the aforesaid program.

SECTION 3. The Mayor of the City of Chicago is hereby authorized to accept for the City of Chicago any grant offer and any subsequent grant amendments which the United States Federal Aviation Administration may authorize pursuant to said application.

SECTION 4. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an agency agreement between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel.

SECTION 5. This ordinance shall become effective immediately upon its passage.

[Application for federal assistance attached to this ordinance printed on pages 2537 through 2543 of this Journal.]

OMB Approval No. 0348-0006

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION IDENTIFIER	3. STATE APPLICATION IDENTIFIER	4. NUMBER	5. NUMBER																		
1. TYPE OF SUBMISSION (Mark appropriate box) <input type="checkbox"/> NOTICE OF INTENT (OPTIONAL) <input type="checkbox"/> PREAPPLICATION <input type="checkbox"/> APPLICATION		4. LEGAL APPLICANT/RECIPIENT a. Applicant Name: <i>City of Chicago</i> b. Organization Unit: <i>Department of Aviation</i> c. Street/P.O. Box: <i>20 N. Clark Street - Room 3000</i> d. City: <i>Chicago</i> e. State: <i>Illinois</i> f. Contact Person (Name & Telephone No.): <i>Jack Delaney 744-4378</i>	3. STATE APPLICATION IDENTIFIER NOTE TO BE ASSIGNED BY STATE	a. NUMBER <i>3-17-0029-04</i>	5. NUMBER																		
Leave Blank				b. DATE Year month day <i>1989 01 31</i>	b. DATE ASSIGNED Year month day <i>19</i>																		
7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.) <i>Merrill C. Meigs Field Perimeter Fencing - Engineering One Front End Loader</i>		6. EMPLOYER IDENTIFICATION NUMBER (EIN) 6. PROGRAM (From CFDA) 7. TITLE <i>AIP</i>		8. TYPE OF APPLICANT/RECIPIENT <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other <i>E</i>																			
9. AREA OF PROJECT IMPACT (Name of cities, counties, states, etc.) <i>Chicago Metropolitan Area</i>		10. ESTIMATED NUMBER OF PERSONS BENEFITING		11. TYPE OF ASSISTANCE <input type="checkbox"/> Direct Grant <input type="checkbox"/> Supplemental Grant <input type="checkbox"/> Loan <i>A</i>																			
12. PROPOSED FUNDING		13. CONGRESSIONAL DISTRICTS OF:		14. TYPE OF APPLICATION <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Extension <i>A</i>																			
<table border="1"> <tr><td>a. FEDERAL</td><td>\$147,600</td><td>.00</td></tr> <tr><td>b. APPLICANT</td><td>13,200</td><td>.00</td></tr> <tr><td>c. STATE</td><td>3,200</td><td>.00</td></tr> <tr><td>d. LOCAL</td><td></td><td>.00</td></tr> <tr><td>e. OTHER</td><td></td><td>.00</td></tr> <tr><td>Total</td><td>\$164,000</td><td>.00</td></tr> </table>		a. FEDERAL	\$147,600	.00	b. APPLICANT	13,200	.00	c. STATE	3,200	.00	d. LOCAL		.00	e. OTHER		.00	Total	\$164,000	.00	a. APPLICANT <i>City-Wide</i>		17. TYPE OF CHANGE (If N/A or Not Applicable) <input type="checkbox"/> New <input type="checkbox"/> Extension <input type="checkbox"/> Renewal <input type="checkbox"/> Other <i>A</i>	
a. FEDERAL	\$147,600	.00																					
b. APPLICANT	13,200	.00																					
c. STATE	3,200	.00																					
d. LOCAL		.00																					
e. OTHER		.00																					
Total	\$164,000	.00																					
		15. PROJECT START DATE Year month day <i>19</i>		18. DATE DUE TO FEDERAL AGENCY Year month day <i>19 89 02 15</i>																			
18. FEDERAL AGENCY TO RECEIVE REQUEST a. ORGANIZATIONAL UNIT (IF APPROPRIATE) <i>F.A.A.</i>		b. ADMINISTRATIVE CONTACT (IF KNOWN) <i>Louis H. Yates</i>		19. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER																			
c. ADDRESS <i>2300 East Devon Avenue Des Plaines, Illinois 60018</i>		20. REMARKS ADDED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
22. THE APPLICANT CERTIFIES THAT: To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.		a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____ b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW <input type="checkbox"/>																					
23. CERTIFYING REPRESENTATIVE a. TYPED NAME AND TITLE <i>Howard Stanback, Ph.D Commissioner</i>		b. SIGNATURE <i>Howard Stanback</i>																					
24. APPLICATION RECEIVED 19		25. FEDERAL APPLICATION IDENTIFICATION NUMBER		26. FEDERAL GRANT IDENTIFICATION																			
27. ACTION TAKEN <input type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. WITHDRAWN		28. FUNDING a. FEDERAL \$.00 b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$.00		29. ACTION DATE Year month day <i>19</i>																			
30. STARTING DATE Year month day <i>19</i>		31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)		32. ENDING DATE Year month day <i>19</i>																			
33. REMARKS ADDED <input type="checkbox"/> Yes <input type="checkbox"/> No																							

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 33-0015

PART II

PROJECT APPROVAL INFORMATION SECTION A

Item 1.

Does this assistance request require State, local, regional, or other priority rating? Yes ___ X ___ No

Name of Governing Body _____ Priority Rating _____

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances? Yes ___ X ___ No (Attach Documentation)

Name of Agency or Board _____

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? X ___ Yes ___ No (Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval? Yes ___ X ___ No

Name of Approving Agency _____ Date _____

Item 5.

Is the proposed project covered by an approved comprehensive plan? Yes ___ X ___ No

Check one: State Local Regional Location of plan _____

Item 6.

Will the assistance requested serve a Federal installation? Yes ___ X ___ No

Name of Federal Installation _____ Federal Population benefiting from Project _____

Item 7.

Will the assistance requested be on Federal land or installation? Yes ___ X ___ No

Name of Federal Installation _____ Location of Federal Land _____ Percent of Project _____

Item 8.

Will the assistance requested have an impact or effect on the environment? Yes ___ X ___ No

See instruction for additional information to be provided.

Item 9.

Will the assistance requested cause the displacement of individuals families, businesses, or farms? Yes ___ X ___ No

Number of: Individuals _____ Families _____ Businesses _____ Farms _____

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated? Yes ___ X ___ No

See instructions for additional information to be provided.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 3142-0044

PART II - SECTION B

11. SITES AND IMPROVEMENTS: <input checked="" type="checkbox"/> not required. <input type="checkbox"/> Attached as exhibits Applicant intends to acquire the site through: <input type="checkbox"/> Eminent domain, <input checked="" type="checkbox"/> Negotiated purchase, or <input checked="" type="checkbox"/> Other means (specify) new lease agreement
12. TITLE OR OTHER INTEREST IN THE SITE IS OR WILL BE VESTED IN: <input type="checkbox"/> Applicant, <input type="checkbox"/> Agency or institution operating the facility, <input checked="" type="checkbox"/> Other (specify) Chicago Park District
13. INDICATE WHETHER APPLICANT OPERATOR HAS: <input type="checkbox"/> Fee simple title, <input checked="" type="checkbox"/> Leasehold interest, <input type="checkbox"/> Other (specify)
14. IF APPLICANT OPERATOR HAS LEASEHOLD INTEREST, GIVE THE FOLLOWING INFORMATION: a. Length of lease or other estate interest <u>50 yr.</u> , and number of years to run <u>8</u> b. Is lease renewable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No c. Current appraised value of land \$ _____ d. Annual rental rate \$ _____
15. ATTACH AN OPINION FROM ACCEPTABLE TITLE COUNSEL DESCRIBING THE INTEREST APPLICANT OPERATOR HAS IN THE SITE AND CERTIFYING THAT THE ESTATE OR INTEREST IS LEGAL AND VALID.
16. WHERE APPLICABLE, ATTACH SITE SURVEY, SOIL INVESTIGATION REPORTS AND COPIES OF LAND APPRAISALS.
17. WHERE APPLICABLE, ATTACH CERTIFICATION FROM ARCHITECT ON THE FEASIBILITY OF IMPROVING EXISTING SITE TOPOGRAPHY.
18. ATTACH PLOT PLAN.
19. CONSTRUCTION SCHEDULE ESTIMATES: <input type="checkbox"/> Not required, <input type="checkbox"/> Being prepared, <input type="checkbox"/> Attached as exhibits Percentage of completion of drawings and specifications at application date: Schematics _____% Preliminary _____% Final _____%
20. TARGET DATES FOR: Bid Advertisement _____ Contract Award _____ Construction Completion _____ Occupancy _____
21. DESCRIPTION OF FACILITY: <input type="checkbox"/> Not required <input type="checkbox"/> Attached as exhibits Drawings - Attach any drawings which will assist in describing the project. Specifications - Attach copies of completed outline specifications. (If drawings and specifications have not been fully completed, please attach copies of working drawings that have been completed.)

NOTE: ITEMS ON THIS SHEET ARE SELF-EXPLANATORY; THEREFORE, NO INSTRUCTIONS ARE PROVIDED.

Department Of Transportation -- Federal Aviation Administration.

Part II.

Section C.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

5. Exclusive Rights -- There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

*State character of property interest in each area and list and identify for each all exceptions, encumbrances and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

- 1. Federal Domestic Assistance Catalog No. 20,106
- 2. Functional or Other Breakout _____

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			64,000
5. Other architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			100,000
13. Miscellaneous			
14. Total (Lines 1 through 13)			164,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			164,000
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			164,000
20. Federal Share requested of Line 19			147,600
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			147,600
23. Grantee share			13,200
24. Other shares			3,200
25. Total project (Lines 22, 23 & 24)	\$	\$	\$ 164,000

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO 80-10184

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
26		
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	13,200.
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	13,200.
28. Other Shares	
a. State	3,200.
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 16,400.

SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

MERRILL C. MEIGS FIELD

1989 APPLICATION

Perimeter Fencing -- (Engineering Only)

This project will provide security fencing along unprotected areas of the airport boundary.

Estimated Cost \$64,000.

One Front-End Loader

This project is to acquire one front-end loader to be used for snow removal operations.

Estimated Cost \$100,000.

Total Costs	\$164,000.
Federal Share @90%	\$147,600.
State Share	\$3,200.
City Share	\$13,200.

FILING OF GRANT APPLICATION WITH FEDERAL AVIATION
ADMINISTRATION FOR CAPITAL PROJECTS AT
CHICAGO O'HARE INTERNATIONAL
AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, June 22, 1989.

To the President and Members of the City Council:

Your Committee on Aviation, to which was referred (June 14, 1989) an ordinance between the City of Chicago and the Federal Aviation Administration for capital projects at Chicago O'Hare International Airport, 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 unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. The Commissioner of Aviation on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, upon approval as to form and legality by the Corporation Counsel, an application for federal assistance, said application to be substantially in the form as attached.

SECTION 2. The Mayor of the City of Chicago is authorized in making of said application to commit a local contribution of \$9,471,667 for the aforesaid program.

SECTION 3. The Mayor of the City of Chicago is hereby authorized to accept for the City of Chicago any grant offer and any subsequent grant amendments which the United States Federal Aviation Administration may authorize pursuant to said application.

SECTION 4. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an Agency Agreement between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel.

SECTION 5. This ordinance shall become effective immediately upon its passage.

[Application for federal assistance attached to this ordinance printed on pages 2546 through 2555 of this Journal.]

COMMITTEE ON BEAUTIFICATION AND RECREATION.

ISSUANCE OF PERMITS FOR CARNIVALS, SIDEWALK SALES, STREET FAIRS AND STREET CLOSINGS, ET CETERA.

The Committee on Beautification and Recreation submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

(Continued on page 2556)

OMB Approval No. 0348-0008

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION IDENTIFIER	3. STATE APPLICATION IDENTIFIER	4. NUMBER	5. NUMBER
1. TYPE OF SUBMISSION (Mark appropriate box) <input type="checkbox"/> NOTICE OF INTENT (OPTIONAL) <input type="checkbox"/> PREAPPLICATION <input checked="" type="checkbox"/> APPLICATION		4. NUMBER 3-17-0022-13	3. STATE APPLICATION IDENTIFIER NOTE TO BE ASSIGNED BY STATE	5. NUMBER	6. DATE ASSIGNED Year month day 19 88 02 09
4. LEGAL APPLICANT/RECIPIENT a. Applicant Name: City of Chicago b. Organization Unit: Department of Aviation c. Street/P.O. Box: 20 N. Clark St. - Suite 3000 d. City: Chicago e. State: Illinois f. Contact Person (Name & Telephone No.): Jack Delaney 744-4378		5. EMPLOYER IDENTIFICATION NUMBER (EIN) a. PROGRAM (From CFDA) b. TITLE: AIP		6. NUMBER: 201106	
7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.) Chicago O'Hare International Airport R/W & Roadway Improvements AGT Stations, Security Improvements, Landside Study, FAA Tower Mods and Rehab. Bridge.		8. TYPE OF APPLICANT/RECIPIENT a. State b. County c. City d. Federal Government e. Other (Specify)		9. TYPE OF ASSISTANCE a. Federal Grant b. State Grant c. Local Grant d. Other (Specify)	
9. AREA OF PROJECT IMPACT (Name of cities, counties, states, etc.) Chicago Metropolitan Area		10. ESTIMATED NUMBER OF PERSONS BENEFITING 50,000,000		11. TYPE OF APPLICATION a. Federal b. State c. Local d. Other (Specify)	
12. PROPOSED FUNDING a. FEDERAL \$28,415,000.00 b. APPLICANT 9,471,867.00 c. STATE .00 d. LOCAL .00 e. OTHER .00 Total \$37,886,867.00		13. CONGRESSIONAL DISTRICTS OF: a. APPLICANT: City-Wide b. PROJECT: City-Wide 18. PROJECT START DATE: 19 89 06 01 19. PROJECT DURATION: Months 20. DATE DUE TO FEDERAL AGENCY: 19 89 02		14. TYPE OF CHANGE (For New or New Authority) a. New b. Extension c. Amendment d. Other (Specify)	
19. FEDERAL AGENCY TO RECEIVE REQUEST a. ORGANIZATIONAL UNIT (IF APPROPRIATE): F.A.A. b. ADDRESS: 2300 E. Devon Avenue Des Plaines, Illinois 60018		20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER		21. REMARKS ADDED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
22. THE APPLICANT CERTIFIES THAT: To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.		23. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____ 24. NO, PROGRAM IS NOT COVERED BY E.O. 12372 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		25. CERTIFYING REPRESENTATIVE a. TYPED NAME AND TITLE: Howard Stanback, Ph.D. Commissioner b. SIGNATURE:	
24. APPLICATION RECEIVED 19		25. FEDERAL APPLICATION IDENTIFICATION NUMBER		26. FEDERAL GRANT IDENTIFICATION	
27. ACTION TAKEN <input type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. WITHDRAWN		28. FUNDING a. FEDERAL \$.00 b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$.00		29. ACTION DATE: 19 30. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)	
31. STARTING DATE: 19		32. ENDING DATE: 19		33. REMARKS ADDED <input type="checkbox"/> Yes <input type="checkbox"/> No	

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

- 1. Federal Domestic Assistance Catalog No. 20,106
- 2. Functional or Other Breakout _____

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			3,824,000.
5. Other architectural engineering fees			266,667.
6. Project inspection fees			500,400.
7. Land development			
8. Relocation Expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			32,616,000.
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			37,886,667.
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			37,886,667.
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			37,886,667.
20. Federal Share requested of Line 19			28,415,000.
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			28,415,000.
23. Grantee share			9,471,667.
24. Other shares			
25. Total project (Lines 22, 23 & 24)	\$	\$	\$ 37,886,667.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 30-0011

PART II

PROJECT APPROVAL INFORMATION SECTION A

Item 1.
 Does this assistance request require State, local, regional, or other priority rating? Yes No
 Name of Governing Body _____
 Priority Rating _____

Item 2.
 Does this assistance request require State, or local advisory, educational or health clearances? Yes No (Attach Documentation)
 Name of Agency or Board _____

Item 3.
 Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? X Yes _____ No (Attach Comments)

Item 4.
 Does this assistance request require State, local, regional or other planning approval? Yes _____ No
 Name of Approving Agency _____
 Date _____

Item 5.
 Is the proposed project covered by an approved comprehensive plan? X Yes _____ No
 Check one: State
 Local Department of Aviation
 Regional Room 3000
 Location of plan 30 N. Clark Street

Item 6.
 Will the assistance requested serve a Federal installation? X Yes _____ No
 Name of Federal Installation U.S. Air Force 928 Airlift Group
 Federal Population benefiting from Project 2,100

Item 7.
 Will the assistance requested be on Federal land or installation? Yes _____ No
 Name of Federal Installation _____
 Location of Federal Land _____
 Percent of Project _____

Item 8.
 Will the assistance requested have an impact or effect on the environment? Yes _____ No
 See instruction for additional information to be provided.

Item 9.
 Will the assistance requested cause the displacement of individuals families, businesses, or farms? Yes _____ No
 Number of:
 Individuals _____
 Families _____
 Businesses _____
 Farms _____

Item 10.
 Is there other related Federal assistance on this project previous, pending, or anticipated? Yes _____ No
 See instructions for additional information to be provided.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 3142-0044

PART II - SECTION B

11. SITES AND IMPROVEMENTS: <input checked="" type="checkbox"/> Not required. _____ Attached as exhibits Applicant intends to acquire the site through: _____ Eminent domain. _____ Negotiated purchase. _____ Other means (specify)
12. TITLE OR OTHER INTEREST IN THE SITE IS OR WILL BE VESTED IN: <input checked="" type="checkbox"/> Applicant. _____ Agency or institution operating the facility. _____ Other (specify)
13. INDICATE WHETHER APPLICANT OPERATOR HAS: <input checked="" type="checkbox"/> Fee simple title. _____ Leasehold interest. _____ Other (specify)
14. IF APPLICANT OPERATOR HAS LEASEHOLD INTEREST, GIVE THE FOLLOWING INFORMATION: a. Length of lease or other estate interest _____, and number of years to run _____ b. Is lease renewable? <input type="checkbox"/> Yes <input type="checkbox"/> No c. Current appraised value of land \$ _____ N/A d. Annual rental rate \$ _____
15. ATTACH AN OPINION FROM ACCEPTABLE TITLE COUNSEL DESCRIBING THE INTEREST APPLICANT OPERATOR HAS IN THE SITE AND CERTIFYING THAT THE ESTATE OR INTEREST IS LEGAL AND VALID. There have been no changes since _____ last grant agreement.
16. WHERE APPLICABLE, ATTACH SITE SURVEY, SOIL INVESTIGATION REPORTS AND COPIES OF LAND APPRAISALS.
17. WHERE APPLICABLE, ATTACH CERTIFICATION FROM ARCHITECT ON THE FEASIBILITY OF IMPROVING EXISTING SITE TOPOGRAPHY. N/A
18. ATTACH PLOT PLAN.
19. CONSTRUCTION SCHEDULE ESTIMATES: _____ Not required. <input checked="" type="checkbox"/> Being prepared. _____ Attached as exhibits Percentage of completion of drawings and specifications at application date: Schematics _____ % Preliminary _____ % Final _____ %
20. TARGET DATES FOR: Bid Advertisement _____ Contract Award _____ Construction Completion _____ Occupancy _____
21. DESCRIPTION OF FACILITY: _____ Not required _____ Attached as exhibits Drawings - Attach any drawings which will assist in describing the project. Specifications - Attach copies of completed outline specifications. (If drawings and specifications have not been fully completed, please attach copies of working drawings that have been completed.)

NOTE: ITEMS ON THIS SHEET ARE SELF-EXPLANATORY; THEREFORE, NO INSTRUCTIONS ARE PROVIDED.

Department Of Transportation -- Federal Aviation Administration

Part II.

Section C.

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use -- The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Chicago O'Hare International Airport Zoning Ordinance
State of Illinois -- City of Chicago Zoning Ordinance
Cook County Zoning Ordinance

2. Defaults -- The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities -- There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. Land -- (a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

See Exhibit "A" as on file with the F.A.A.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

5. Exclusive Rights -- There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

*State character of property interest in each area and list and identify for each all exceptions, encumbrances and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 33-101-104

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
26		
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	3,161,667.
d. Bonds	6,310,000.
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	9,471,667.
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 9,471,667.

SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

CHICAGO O'HARE INTERNATIONAL AIRPORT

1989 APPLICATION

Overlay 14R-32L (Entitlement)

This project will improve the riding quality of the runway from T-1 to the 14R End by resurfacing the pavement. The project includes scarification, asphalt overlay, lighting adjustments, landscaping and pavement marking.

Estimated Cost \$5,000,000.

Rehabilitation Of 9L Parallel Taxiway (Entitlement)

This project will extend the useful life of the pavement and improve its riding quality. The project will include an asphalt overlay, pavement removal and replacement, shoulder improvements, infield grading and drainage improvements, pavement marking, and taxiway centerline lights. (Engineering Only).

Estimated Cost \$300,000.

Rehabilitation 14L-32R (Entitlement)

This project will extend the useful life of the runway and improve its riding quality. The project will include an asphalt overlay of part of the runway and shoulders; edge, centerline and TDZ light adjustments, infield grading and drainage improvements and pavement marking.

Estimated Cost \$3,000,000.

Overlay 4L-22R (Entitlement)

This project will improve the riding quality of the runway by resurfacing the pavement. The project includes scarification, asphalt overlay, lighting adjustments, landscaping and pavement markings. (Construction and Supervision Only).

Estimated Cost \$4,000,000.

Landside Planning Study (Entitlement)

This project will identify airport needs and potential in the post-1990 time frame.

Estimated Cost \$266,667.

Rehabilitate Ditch Bridge (Entitlement)

The airport perimeter road crosses a drainage ditch on the west side of the airport. The crossing must be upgraded and improved to accommodate emergency vehicles in the event that all other routes to the west side of the airport are blocked. (Engineering Only).

Estimated Cost \$80,000.

Airport Security Perimeter Improvement (Entitlement)

This project will improve the security of the airport perimeter. The project includes completing the construction of the airport perimeter road system, installation of an inner perimeter security fence and area lighting. (Engineering Only).

Estimated Cost \$800,000.

Main Access Roadway Improvements (Discretionary)

This project will provide for the widening and resurfacing of the east and west bound lanes of the Main Access Road from Old Mannheim to the Central Core area. The project will include excavation, drainage, concrete pavement, asphalt overlay, lighting, signage, landscaping and pavement markings. (Construction and Supervision Only).

Estimated Cost \$5,000,000.

AGT Remote Parking Station (Discretionary)

This project provides for the construction of a remote station for the AGT Inter-Terminal Transit System. This station is located at the north terminus of the system.

Estimated Cost \$3,600,000.

F.A.A. ATCT Building Improvements -- Phase II (Discretionary)

This project includes courtyard modifications and F.A.A. office and lunchroom modifications.

Estimated Cost \$540,000.

Estimated Cost \$540,000.

AGT -- Central Core Stations (Discretionary)

This project provides AGT Inter-Terminal Transit System stations for Terminals 1, 2 and 3.

Estimated Cost \$15,300,000.

Total Costs	\$37,886,667.
Federal Share at 75%	\$28,415,000.
Local Share at 25%	\$9,471,667.

(Continued from page 2545)

Your Committee on Beautification and Recreation, having had under consideration 40 orders (which were referred on June 14, 1989) authorizing and directing the Commissioner of Public Works to grant permission for the conduct of carnivals, block parties, sidewalk sales, special events and street closings for specific purposes, begs leave to recommend that Your Honorable Body *Pass* said orders, which are transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Vice-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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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):

CARNIVALS.

*Reverend Peter Rodriquez/Holy Cross Immaculate Heart
Of Mary Parish.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Reverend Peter Rodriquez, Holy Cross Immaculate Heart of Mary Parish, 4541 -- 4557 South Wood Street, for the conduct of a carnival on West 45th Street, from South Ashland Avenue to South Justine Street on July 17, 1989 through July 23, 1989.

Ms. Mary An Mahon/Chicago Valentine Boys And Girls Club.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Mary An Mahon, Director, Chicago Valentine Boys and Girls Club, 3400 South Emerald Avenue, for the conduct of the annual carnival on South Emerald Avenue, from West 33rd Street to West 35th Street; and on West 34th Street, from South Halsted Street to South Union Street on June 19, 1989 through June 25, 1989.

Reverend James Colleran/Our Lady Of Lourdes.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Reverend James Colleran, Our Lady of Lourdes, 4640 North Ashland Avenue, for the conduct of a carnival on West Leland Avenue, between North Ashland Avenue and North Greenview Avenue on July 24, 1989 through August 1, 1989.

Queen Of Angels Parish.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Queen of Angels Parish, 2330 West Sunnyside Avenue, for the conduct of the annual church carnival on 2400 West Sunnyside Avenue to 2614 West Sunnyside Avenue, July 6, 1989 through July 10, 1989.

Saint Stanislaus B & M Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Saint Stanislaus B & M Church, 5352 West Belden Avenue, for the conduct of a carnival on North Long Avenue, from West Fullerton Avenue to West Belden Avenue; West Belden Avenue, from North Long Avenue to North Lockwood Avenue; and

North Lorel Avenue, from West Belden Avenue to the first alley south of West Fullerton Avenue on July 18, 1989 through July 31, 1989.

Wrightwood Improvement Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to the Wrightwood Improvement Association, Mr. Mike Olewinski, 2637 West 79th Street, for the conduct of a summerfest or street carnival on South Whipple Street, from West 83rd to West 85th Street, and on South Francisco Avenue, from West 83rd Street to West 85th Street, for the period beginning at 4:00 P.M. on Friday, August 11th, 1989, and ending at Midnight on Sunday, August 13th, 1989, inclusive, in accordance with the City's carnival ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the streets affected as provided by said carnival ordinance. Waiver of fee for the Wrightwood Improvement Association is also requested.

SIDEWALK SALES.

Back Of The Yards Businessmen's Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Back of the Yards Businessmen's Association, 1751 West 47th Street, for the conduct of a sidewalk sale on the following streets:

South Ashland Avenue
(Both sides)

Between West 44th Street and
West 49th Street; and

West 47th Street
(Both sides)

Between South Damen Avenue
and South Loomis Boulevard,

for the period commencing July 6, 7, 8 and 9, 1989, ending July 9, inclusive from 9:00 A.M. to 9:00 P.M.

Cermak Road Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Cermak Road Chamber of Commerce, 2875 West Cermak Road, for the conduct of a sidewalk sale on West Cermak Road (both sides) between South Damen Avenue and South Marshall Boulevard, for the period of June 22 through June 25, 1989, during the hours of 9:00 A.M. and 8:00 P.M. each day.

Mr. Wilfredo Aviles/Chicago Avenue Business Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Wilfredo Aviles, Chicago Avenue Business Association, 755 North Ashland Avenue for the conduct of a sidewalk sale on Chicago Avenue (both sides) between Wood Street and Noble Street; and Ashland Avenue (both sides) between Huron Street and Fry Street on Thursday, July 13, 1989 through Saturday, July 16, 1989 during the hours of 9:00 A.M. to 6:00 P.M.

Edgebrook Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Edgebrook Chamber of Commerce, 5318 West Devon Avenue, for the conduct of a sidewalk sale on West Devon Avenue (both sides) between North Caldwell Avenue and the railroad tracks; and on North Central Avenue (both sides) between North Caldwell Avenue and North Minnehaha Avenue, for the period of July 28 and 29, 1989, during the hours of 9:00 A.M. and 6:00 P.M. each day.

Mrs. Harris/Kham And Nate Shoe Store.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Mrs. Harris, Kham and Nate Shoe Store, 755 East 87th Street, for the conduct of a sidewalk sale in front of 755 East 87th Street on June 22, 1989 through June

25, 1989 and August 24, 1989 through August 26, 1989, during the hours of 9:00 A.M. to 9:00 P.M.

Lakeview Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Lakeview Chamber of Commerce, 3333 North Marshfield Avenue, for the conduct of a sidewalk sale in the 3100 and 3200 blocks of North Lincoln Avenue (both sides) for the period of July 13 and 14, 1989, during the hours of 10:00 A.M. and 6:00 P.M. each day.

*Lake View East Development Corporation.
(300 -- 800 West Diversey Parkway)*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Lake View East Development Corporation, 3171 North Halsted Street, for the conduct of a sidewalk sale on West Diversey Parkway from 300 West to 800 West for the period of June 22 through June 25, 1989, during the hours of 10:00 A.M. and 9:00 P.M. each day.

*Lake View East Development Corporation.
(Multiple Locations)*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Lake View East Development Corporation, c/o John Crombie, 3171 North Halsted Street, for the conduct of a sidewalk sale on West Diversey Parkway (both sides) between 300 and 700; North Broadway (both sides) between 2800 and 3450; and West Oakdale Avenue (both sides) between 600 and 610, during the period of July 13 through July 16, 1989, from 10:00 A.M. to 8:00 P.M. each day; and also grant permission to close to traffic West Oakdale Avenue between 600 and 610 for the conduct of a musical festival (co-sponsored by the Mayor's Office of Special Events) for the period of July 15 and 16, 1989 during the hours of 8:00 A.M. to 9:00 P.M.

Mr. Neil Bosanko/South Chicago Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Neil Bosanko, Executive Director, South Chicago Chamber of Commerce, for the conduct of a sidewalk sale on South Commercial Avenue (both sides) from East 87th Street to East 93rd Street on Thursday, August 3, 1989 through Saturday, August 5, 1989 during the hours of 10:00 A.M. until 9:00 P.M.

STREET FAIRS.

Mr. Raul Nadal, Jr./Boys And Girls Club Of Little Village.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Raul Nadal, Jr., Director, Boys and Girls Club of Little Village, for the conduct of a Summer Fiesta Fundraising Recreational Event on South Christiana Avenue, from 2600 south to 2650 south on July 19 and 20 during the hours of 6:00 P.M. to 10:00 P.M.; July 21, 1989 during the hours of 6:00 P.M. until 12:00 Midnight; July 22, 1989 during the hours of 2:00 P.M. until 12:00 Midnight; and July 23, 1989 during the hours of 2:00 P.M. until 10:00 P.M.

Ms. Carol Brandenburg.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Carol Brandenburg, 2200 North Oakley Avenue, for the conduct of the Bucktown Arts Festival on West Oakley Avenue from West Medill Avenue (on the north) to West Palmer Street (on the south); West Belden Avenue from the alley just east of Oakley Avenue to alley just west of Oakley Avenue (Oakley West Branch); West Lyndale Street from Oakley Avenue (East Branch) to alley east of Western Avenue on August 26, 1989 through August 27, 1989 during the hours of 10:00 A.M. to 7:00 P.M.

Father Dahn.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Father Dahn, 1919 West Ashland Avenue, for the conduct of a street party at 1600 -- 1612 West 19th Street from Ashland Avenue to Paulina Street on June 2, 1989 during the hours of 2:00 P.M. to 10:00 P.M.; June 3, 1989 during the hours of 12:00 P.M. to 10:00 P.M.; and June 4, 1989 during the hours of 10:00 A.M. to 10:00 P.M.

East Side Labor Day Committee.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to East Side Labor Day Committee, 10800 South Avenue L, for the conduct of a carnival and/or street fair on East 98th Street from South Avenue G; South Crilly Drive; South Avenue G at Crilly Drive; and Crilly Drive from South Avenue G to Walton Drive, in accordance with the City's carnival ordinance, Sections 34-49.1 through 34-49.5; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnival ordinance, for the period of September 1, 1989 -- 5:00 P.M. to 10:00 P.M.; and September 2, 1989 through September 4, 1989 -- 11:00 A.M. to 10:00 P.M.

Alderman Jesse J. Evans.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Alderman Jesse J. Evans, 9107 South Ashland Avenue, for the conduct of a neighborhood festival on West 96th Street from South Genoa Avenue to South Morgan Street on August 16, 1989 through August 20, 1989 during the hours of 10:00 A.M. to 10:00 P.M.

Mr. Muhuri H. Fahara.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Muhuri H. Fahara, 4316 South Berkeley Avenue, for the conduct of a

Jun-Jun Festival on South Drexel Boulevard from East 45th Street to East 47th Street on June 17, 1989 from 11:00 A.M to 10:00 P.M.

Ms. Kim Fox.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Kim Fox, 18 South Michigan Avenue, Suite 1108, for the conduct of the National Governors' Association annual meeting and festival, Saturday, July 29, 1989 through Tuesday, August 1, 1989 as follows: Superior Street between Orleans Street and Wells Street; Franklin Street at Chicago Avenue and Huron Street, July 29, 1989 at 12:00 Noon until 11:00 P.M. (vehicle traffic) and July 30, 1989 from 6:00 A.M. until 12:00 Midnight (closed completely) and July 30, 1989, Franklin Street at Chicago Avenue and Huron Street from 6:00 A.M. until 12:00 Midnight (a tent will be erected on the public way).

Hudson Avenue Neighbors.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Hudson Avenue Neighbors, 438 West Eugenie Street, for the conduct of the Hudson Avenue Block Party on North Hudson Avenue from Eugenie Street to Willow Street on July 23, 1989 during the hours of 10:00 A.M. to 8:00 P.M.

Near North News.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Near North News, c/o Arnie Matanky, Chairman, for the conduct of the 32nd Annual Gold Coast Art Fair on the sidewalks of the following streets: North Rush Street (both sides) between East Cedar Street and East Chicago Avenue; North Wabash Avenue (both sides) between East Delaware Place and East Chicago Avenue; East Cedar Street (both sides) between North State Street and 1/2 block east of North Rush Street; East Bellevue Place (both sides) between North State Street and 1/2 block east of North Rush Street; East Oak Street (both sides) between North State Street and North Michigan Avenue; East Walton Street (both sides) between North State Street and North Michigan Avenue; East Delaware Place (both sides) between 1/2 block west of North Wabash Avenue

and 1/2 block east of North Rush Street; East Chestnut Street (both sides) between 1/2 block west of North Wabash Avenue and 1/2 block east of North Rush Street; East Pearson Street (both sides) between 1/2 block west of North Wabash Avenue and North Michigan Avenue; East Chicago Avenue (north side) between North Wabash Avenue and North Rush Street; North State Street (both sides) between East Cedar Street and East Chicago Avenue; and West Maple Street (both sides) between North State Street and North Dearborn Street, for the period of August 11, 12 and 13, 1989, during the hours of 12:00 Noon to 10:00 P.M. each day.

*Norwood Park Chamber Of Commerce And Industry/
Ms. Marlene Brown.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permits to the Norwood Park Chamber of Commerce and Industry, Marlene Brown, 6044 North Avondale Avenue, Chicago, Illinois 60631, 763-3606, to conduct an arts and craft festival for the following Street: Northcott Avenue, from Nina Avenue to Niagara Avenue, beginning July 30 and ending July 30, 1989, from 12:00 Noon to 5:00 P.M.

Pilsen Neighbors Community Council.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Pilsen Neighbors Community Council, 2007 South Blue Island Avenue, for the conduct of a carnival and/or street fair on West 21st Street, between South Ashland Avenue and South Laflin Street; South Blue Island Avenue, between West 21st Street and West 18th Street; West Cullerton Street, between South Ashland Avenue and South Loomis Street; West 19th Street, between South Laflin Street and the alley immediately east of South Loomis Street; and South Loomis Street, between West 18th Street and West 19th Street, in accordance with the City's carnival ordinance, Sections 34-49.1 through 34-49.5; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the streets affected, as provided by said carnival ordinance, from 9:00 A.M. on Wednesday, August 2, 1989 to 12:00 Noon on Monday, August 7, 1989.

Saint Andrews Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Saint Andrews Church, 3546 North Paulina Street, for the conduct of a summer festival on North Paulina Street from West Addison Street to the first alley north thereof on August 11, 12 and 13, 1989, 24 hours daily.

Saint Josaphat Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Saint Josaphat Church, 2311 North Southport Avenue for the conduct of "Summerfest '89" on West Belden Avenue from North Southport Avenue to North Wayne Avenue on July 22, 1989 through July 23, 1989, during the hours of 10:00 A.M. to 8:00 P.M.

Father Mike Boehm/Saint Ludmilla Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Father Mike Boehm, Saint Ludmilla Church, 2408 South Albany Avenue, for the conduct of the annual celebration and recreational festival on South Albany Avenue from 2400 South to 2500 South on June 17, 1989 through June 18, 1989 during the hours of 10:00 A.M. until 12:00 A.M.

Saint Pascal School.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Saint Pascal School, 3935 North Melvina Avenue, c/o Roseanne Monaco, for the conduct of a flea market and craft fair on West Irving Park Road (south side) between North Melvina and North Meade Avenues; and North Meade Avenue (both sides) from West Irving Park Road to the first alley south thereof, for the period of June 24 and 25, 1989, during the hours of 9:00 A.M. and 5:00 P.M. each day.

Saint Procopius Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Saint Procopius Church, 1641 South Allport Street, for the conduct of a street fair -- "Kermesse 1989" -- in the 1600 block of South Allport Street (blocking off the entrances from West 16th Street to West 18th Street) on Friday, June 23, 1989 during the hours of 6:00 P.M. to 10:00 P.M.; Saturday, June 24, 1989 during the hours of 2:00 P.M. to 11:00 P.M.; and Sunday, June 25, 1989 during the hours of 11:00 A.M. to 10:00 P.M.

Saint Richard Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Saint Richard Church, Reverend Jerome Siwek, 5032 South Kostner Avenue, for the conduct of a carnival and/or street fair on West 50th Street between South Kostner Avenue and South Kenneth Avenue and also on parish grounds for the period of July 23 through July 31, 1989, in accordance with the City's carnival ordinance, Sections 34-49.1 through 34-49.5; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnival ordinance.

Mr. Ron Massengill/West Andersonville Neighbors Together.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Ron Massengill, West Andersonville Neighbors Together, 1637 West Gregory Street, for the conduct of the West Andersonville flea market and street fair on North Paulina Street from West Foster Avenue to West Balmoral Avenue; West Berwyn Avenue from the alley east of Paulina Street to the alley west of Paulina Street; West Summerdale Avenue from the alley east of Paulina Street to the alley west of Paulina Street on Friday, August 25, 1989 during the hours of 12:00 P.M. until 12:00 A.M.; and Saturday, August 26, 1989 during the hours of 12:00 A.M. until 6:00 P.M.

Ms. Nadine Zapolsky.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Nadine Zapolsky, 6422 South Kostner Avenue, for the conduct of a Chicago Ethnic Fair on the mainland of South Western Boulevard in the 5100 through the 5500 blocks and also on the east sidewalks of South Western Boulevard and South Western Avenue, for the period of August 2, 1989 -- 11:00 A.M. to 12:00 Midnight; August 3 through August 6, 1989 -- 12:00 Noon to 12:00 Midnight; and August 7, 1989 -- 12:00 Noon to 9:00 P.M.

STREET CLOSINGS.

Father Hagan/Saint Denis Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to prohibit traffic on St. Louis Avenue from 83rd Street to 83rd Place for the Saint Denis Parish Family Festival on private property, on Wednesday, June 14th through Sunday, June 18th for 24 hours each day for Father Hagan, Saint Denis Church, 8300 South St. Louis Avenue. Close street to traffic to have carnival rides placed in the street -- close street all five days (June 14th through June 18th) for twenty-four (24) hours each day.

Saint Camillus Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Saint Camillus Church, 5426 South Lockwood Avenue, to close to traffic South Lorel Avenue between West 54th and West 55th Streets, for the period of August 2 through August 6, 1989, in conjunction with a carnival and Taste of Midway to be conducted on parish grounds.

MISCELLANEOUS.

Crain's Chicago Business.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Crain's Chicago Business, 740 North Rush Street for the purpose of selling ice cream scoops/fundraiser for the Off The Street Club -- on Tuesday, August 8, 1989, 11:45 A.M. to 12:45 P.M. First Chicago Plaza, Chicago and Monroe (northeast corner); 4:45 P.M. to 6:00 P.M. Union Station, Adams and the River; Wednesday, August 9, 1989, 11:45 A.M. to 12:45 P.M. LaSalle and Adams Streets (northeast corner); Thursday, August 10, 1989, 11:45 A.M. to 12:45 P.M. First Chicago, Dearborn and Monroe Streets (northeast corner); Friday, August 11, 1989, 11:45 A.M. to 12:45 P.M. Wrigley Building, 410 North Michigan Avenue; and 4:30 P.M. to 6:00 P.M. Northwestern Station, Madison and the Chicago River.

Ms. Maggie Finucane.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Maggie Finucane, 3052 South Gratten Street, for the conduct of Benton House Community Day Camp on South Gratten Street from 3034 to 3052 on July 5, 1989 through July 9, 1989 during the hours of 9:00 A.M. to 4:00 P.M.

Ms. Rosie McGee.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Rosie McGee, Director Bible School, 4501 South Vincennes Avenue for the conduct of vacation bible school at 4500 South Vincennes Avenue to 4500 South Forrestville Avenue on June 27, 1989 through July 7, 1989 during the hours of 8:30 A.M. to 12:30 P.M.

Saint Rene Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to

grant permission to Saint Rene Church, 6949 West 63rd Place, for the erection of a tent approximately 60 feet x 120 feet in the parking lot of said church and to project over the sidewalk on West 63rd Place (which area will be fenced off) in conjunction with Saint Rene's carnival to be conducted on parish grounds for the period on June 7 through June 11, 1989.

PERMISSION TO HOLD VARIOUS EVENTS ON PORTIONS
OF SPECIFIED PUBLIC WAYS.

The Committee on Beautification and Recreation submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Beautification and Recreation, having had under consideration three orders (which were referred on June 14, 1989) authorizing and directing the Commissioner of Public Works to grant permission for the conduct of a block party, sidewalk sale and special event, begs leave to recommend that Your Honorable Body *Pass* said orders, as amended, which are transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Vice-Chairman.

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

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

Mrs. Seigemuto, Nieheren Buddhist Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Mrs. Seigemuto, Nieheren Buddhist Church, for the conduct of a block party at 4216 North Paulina Street (close off alley from 4212 North Paulina Street to 1630 West Cullom Avenue).

Portage Park Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Portage Park Chamber of Commerce, c/o Jennine Smentek, 4921 West Irving Park Road, for the conduct of a sidewalk sale on North Cicero Avenue (both sides) from 3900 to 4300; North Milwaukee Avenue (both sides) from 3900 to 4200; and West Irving Park Road (both sides) from 4600 to 5300, for the period of July 27 -- 28, 1989 from 9:00 A.M. to 9:00 P.M.; and July 29 -- 30, 1989 from 9:00 A.M. to 6:00 P.M.

*Dr. Herbert B. Colon/Radio Christ Hispanic
Evangelic, Incorporated.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Dr. Herbert B. Colon, Radio Christ Hispanic Evangelic, Incorporated, 2529 West Division Street, for the conduct of a festival -- christian, educational, cultural -- in Humboldt Park and on Luis Munoz Drive, from West LeMoyne Drive to Humboldt Boulevard on July 24, 1989 through July 31, 1989 during the hours of 12:00 Noon until 11:00 P.M.

COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.

REPROGRAMMING OF YEAR XIV COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDS WITHIN DEPARTMENT OF
POLICE -- CHICAGO HOUSING AUTHORITY
SPECIAL EMPLOYMENT PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a resolution authorizing the reprogramming of Year XIV Community Development Block Grant Funds in the Department of Police, and 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) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The City Council of the City of Chicago passed an ordinance on March 11, 1987, which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of \$10,000 appropriated for any object or purpose set forth in the Community Development Block Grant ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated \$33,549,557 of Year XIV Community Development Block Grant funds under the Public Services category which includes the activities of the Department of Police; and

WHEREAS, The Superintendent of the Department of Police requests the reprogramming of \$165,708.64 within the Chicago Housing Authority Special Employment Program to cover retroactive salary increases anticipated under the pending Police contract and that the program be extended until December 30, 1989, to allow for the completion of the project; now, therefore,

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

SECTION 1. The sum of \$165,708.64 of Community Development Block Grant funds be reprogrammed within the existing program budget of the Department of Police Year XIV C.H.A. Special Employment Program and that the aforementioned program will receive an extension of time until December 30, 1989.

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

REPROGRAMMING OF YEAR XIV COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDS WITHIN DEPARTMENT
OF FIRE -- FIRST AID CARE
TEAM PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a resolution authorizing the reprogramming of Year XIV Community Development Block Grant Funds in the Fire Department, and 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) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The City Council of the City of Chicago passed an ordinance on March 11, 1987, which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of \$10,000 appropriated for any object or purpose set forth in the Community Development Block Grant ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated \$33,549,557 of Year XIV Community Development Block Grant funds under the Public Services category which includes the activities of the Department of Fire; and

WHEREAS, The Commissioner of the Department of Fire requests the reprogramming of \$40,771 within the Fire Department's First Aid Care Team program to cover overtime costs which are a result of requirements in the current fire contract and that the program be extended until December 30, 1989, to allow for the completion of the project; now, therefore,

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

SECTION 1. The sum of \$40,771 of Community Development Block Grant funds be reprogrammed within the existing program budget of the Department of Fire's Year XIV First Aid Care Team (F.A.C.T.) program and that the aforementioned program will receive an extension of time until December 30, 1989.

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

ALLOCATION OF MOTOR FUEL TAX FUNDS DECREASED
TO CLOSE OUT SPECIFIC PROJECTS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending ordinances previously passed authorizing decreases in the allocation of Motor Fuel Tax funds to close out specific projects, and 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the projects listed below in Column 1, having an ordinance passed by the City Council on the date and page indicated in Column 2, appropriating the amounts of Motor Fuel Tax funds indicated in Column 3, be amended to the amounts set forth in Column 6.

SECTION 2. The City Comptroller is hereby directed to transfer the unexpended balance shown in Column 5 to the City's unobligated Motor Fuel Tax Fund.

SECTION 3. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

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

[Projects noted above printed on pages 2576 through 2577
of this Journal.]

REALLOCATION OF MOTOR FUEL TAX FUNDS TO CLOSE
OUT SPECIFIC PROJECTS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending ordinances previously passed authorizing the reallocation of Motor Fuel Tax funds necessary for completion of various projects, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

(Continued on page 2578)

Column:	(1) Location (Description)	(2) Date and Page of Council Order	(3) Amount of Council Order	(4) Amount of M.F.T. Requests to State of Illinois	(5) Amt. to be Transferred to Unobligated M.F.T. Funds	(6) Amount of Amended Council Order
0251	Improved Street Maintenance (Asphalt) 1985	4/25/85 P. 15896-7 9/24/85 P. 20099-20100	\$ 6,100,000.00 4,039,400.00 \$10,139,400.00	\$10,139,400.00	\$ 527,587.99	\$ 9,611,812.01
0153	Snow & Ice Control 1985	4/25/85 P. 15900-1 9/24/85 P. 20101-2	\$ 5,000,000.00 4,415,961.00 \$ 9,415,961.00	\$ 9,127,482.84	\$ 491,617.95	\$ 8,635,864.89
0254	St. Cleaning Maintenance 1985	4/25/85 P. 15898-9 9/24/85 P. 20100-1	\$ 4,801,915.00 3,000,000.00 \$ 7,801,915.00	\$ 7,801,915.00	\$ 11,090.00	\$ 7,790,825.00
0161	Improved Street Maintenance (Asphalt) 1986	3/25/86 P. 28835-6 8/28/86 P. 32766-7 5/13/87 P. 349	\$ 5,958,781.00 5,958,781.00 (2,135,771.26) \$ 9,781,790.74	\$ 9,781,790.74	\$ 36,545.24	\$ 9,745,245.50
0262	Curb & Gutter Maintenance 1986	3/25/86 P. 28836-7 5/13/87 P. 349	\$ 3,879,803.00 2,135,771.26 \$ 6,015,574.26	\$ 6,015,574.26	\$ 4,879.93	\$ 6,010,694.33
0163	Snow & Ice control 1986	3/25/86 P. 28839-40 8/28/86 P. 32767-8 5/13/87 P. 349	\$ 3,362,917.00 3,362,468.00 (1,100,000.00) \$ 5,625,385.00	\$ 5,625,385.00	\$ 10,463.83	\$ 5,614,921.17
0264	St. Cleaning Maintenance 1986	3/25/86 P. 28838-9 5/13/87 P. 349	\$ 6,850,000.00 1,100,000.00 \$ 7,950,000.00	\$ 7,950,000.00	\$ 946.26	\$ 7,949,053.74
1713	N. Albany at W. Peterson	9/10/80 P. 3641	\$ 8,000.00	\$ -0-	\$ -0-	\$ -0-
1725	S. Ewing & E. 106th St.	5/18/82 P. 10692	\$ 125,000.00	\$ 119,280.00	\$ 21,200.46	\$ 98,079.54
6224	North Ave. Bridge	10/16/72 P. 3840	\$ 660,000.00	\$ 660,000.00	\$ 2,228.19	\$ 657,771.81

Column:	(1) Project No.	(2) Date and Page of Council Order	(3) Amount of Council Order	(4) Amount of M.F.T. Requests to State of Illinois	(5) Amt. to be Transferred to Unobligated M.F.T. Funds	(6) Amount of Amended Council Order
	6288	5/28/75 P. 370	\$ 2,700,000.00	\$ 2,691,583.60	\$ 81,166.81	\$ 2,610,416.79
	6310	7/13/77 P. 5719	\$ 188,000.00	\$ 188,000.00	\$ 56,511.79	\$ 131,488.21
	6346	2/11/81 P. 5402	\$ 390,000.00	\$ 390,000.00	\$ 63,492.68	\$ 326,507.32
	6284	5/28/75 P. 367	\$ 160,000.00	\$ 160,000.00	\$ 23,628.80	\$ 136,371.20
	6320	11/14/78 P. 8641	\$ 55,000.00	\$ 55,000.00	\$ 3,956.38	\$ 51,043.62
	6250	4/26/72 P. 2988	\$ 250,000.00	\$ 180,000.00 (150,000.00)	\$ 4,176.66	\$ 25,823.34
	6234	4/26/72 P. 2986	\$ 125,000.00	\$ 125,000.00 (24,000.00)	\$ 98,704.71	\$ 2,295.29
	6337	4/16/80 P. 272	\$ 660,000.00	\$ 620,000.00	\$ 758.22	\$ 619,241.78
	6252	7/5/72 P. 3363	\$ 1,050,000.00	\$ 1,049,230.00	\$ 29,798.29	\$ 1,019,431.71
	6358	5/18/82 P. 10688	\$ 330,000.00	\$ 330,000.00	\$ 28,145.47	\$ 301,854.53
	6355	4/21/82 P. 10298	\$ 230,000.00	\$ 230,000.00	\$ 1,926.85	\$ 228,073.15
	6311	9/13/78 P. 8218	\$ 40,000.00	\$ 40,000.00	\$ 10,866.79	\$ 29,133.21
	6027	2/14/80 P. 2355	\$ 1,407,184.00	\$ 1,407,184.00	\$ 140,056.87	\$ 1,267,127.13
	6273	11/16/70 P. 9400	\$ 313,234.00	\$ 313,234.00	\$ 313,234.00	-0-
	6384	5/09/84 P. 6294	\$ 1,422,800.00	\$ 1,422,800.00	\$ 758,341.71	\$ 664,458.29
	6469	7/09/86 P. 31448	\$ 90,000.00	\$ -0-	\$ -0-	\$ -0-

(Continued from page 2575)

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the projects listed below in Column 1, having an ordinance passed by the City Council on the date and page indicated in Column 2, appropriating the amounts of Motor Fuel Tax funds indicated in Column 3, be amended to the amounts set forth in Column 6.

SECTION 2. The City Comptroller and the City Treasurer, with the approval of the Department of Transportation of the State of Illinois, are authorized and directed to allocate the additional sum shown in Column 5 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 3. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

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

[Projects noted above printed on page 2579
of this Journal.]

Column:	(1) Location (Description)	(2) Date and Page of Council Order	(3) Amount of Council Order	(4) Amount of M.F.T. Requests to State of Illinois	(5) Amt. to be Transferred from Unobligated M.F.T. Funds	(6) Amount of Amended Council Order
6360	A Emergency Bridge Maintenance 83	7/6/83 P.457	\$ 1,645,300.00	\$ 1,645,300.00	\$ 491,935.44	\$ 2,137,235.44
6450	A Maintenance Repair; Emergency 85	4/18/85 P.15911	\$ 2,000,000.00	\$ 2,000,000.00	\$ 629,255.00	\$ 2,629,255.00
6474	E B7 Bridge Repair Maintenance	4/1/87 P.40707	\$ 700,000.00	\$ 700,000.00	\$ 32,166.45	\$ 732,166.45
6380	A Maintenance Repair; Emergency 84	5/9/84 P.6294	\$ 1,750,509.00	\$ 1,750,509.00	\$ 736,459.23	\$ 2,486,968.23
6364	E Engineering; Bridge Maintenance 83	7/6/83 P.457	\$ 610,000.00	\$ 610,000.00	\$ 105,998.16	\$ 715,998.16
6384	E Engineering; Bridge Maintenance 84	5/9/84 P.6294	\$ 610,000.00	\$ 610,000.00	\$ 87,189.18	\$ 697,189.18
6030	E Emergency Bridges 80	2/14/80 P.2355	\$ 510,000.00	\$ 510,000.00	\$ 241,394.56	\$ 751,394.56
6342	C Maintenance; Minor Repairs 81	2/11/81 P.5402	\$ 173,619.00	\$ 173,619.00	\$ 16,126.77	\$ 189,745.77

AMENDMENT OF 1989 ANNUAL APPROPRIATION ORDINANCE
WITHIN MOTOR FUEL TAX FUND.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending the 1989 Annual Appropriation Ordinance, as amended, in the Motor Fuel Tax Fund, and 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

Alderman Caldwell 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 and as such may exercise any power and perform any function pertaining to its government and affairs; 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 by inserting the words and figures indicated below:

**CORRECTIONS AND REVISIONS OF 1989
APPROPRIATION ORDINANCE.**

310 -- Motor Fuel Tax Fund

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
9		Motor Fuel Tax Fund (310)		
		Revenue of Year 1989 -- appropriable	\$53,960,000	\$55,026,186
		Distributive Share of State Motor Fuel Tax	\$50,760,000	\$51,826,186
		Total appropriable for charges and expenditures (exclusive of liabilities at January 1, 1989)	\$53,960,000	\$55,026,186
		Office Of Budget And Management -- 05/1005		
325	.9500	Section 2005 For General Purposes; to be expended under the direction of the City Council.	\$4,336,000	\$3,690,000
		Department Of Streets And Sanitation -- 81/1010		

Page	Code	Department And Item	Strike		Insert	
			No.	Amount	No.	Amount
326	.9500	Section 2016; Pavement Maintenance For General Purposes; to be expended under the direction of the City Council.		\$8,878,545		\$8,432,167
326	.9500	Section 2018; Curb and Gutter Repair For General Purposes; to be expended under the direction of the City Council.		\$3,990,919		\$4,029,491
Department Of Streets And Sanitation -- 81/1025						
327	.9500	Section 2031; Street Light Energy Costs For General Purposes; to be expended under the direction of the City Council.		\$6,792,884		\$7,947,199
---	.9500	Section 2032; Materials and Supplies.		\$ 0		\$485,677
Department Of Streets And Sanitation -- 81/1030						
328	.9500	Section 2048; Snow and Ice Removal For General Purposes; to be expended under the direction of the City Council.		\$6,107,654		\$6,287,654
Department Of Public Works -- 83/1025						

Page	Code	Department And Item	Strike		Insert	
			No.	Amount	No.	Amount
330	.9500	Section 2036; Bridge Maintenance For General Purposes; to be expended under the direction of the City Council.		\$6,000,000		\$6,300,000

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

ALLOCATION OF 1989 MOTOR FUEL TAX FUNDS FOR
VARIOUS PROJECTS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration seven ordinances amending ordinances passed February 1, 1989 authorizing an increase in the allocation of Motor Fuel Tax Funds necessary for various projects in improved streets, county or state highways during 1989, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

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

*Funds Authorized For Repairs To Pavements In
Improved Streets, County Or State
Highways During Year 1989.*

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

SECTION 1. That the ordinance passed by the City Council on February 1, 1989 appearing on pages 24543 and 24544 of the Council Journal, providing for repairs to pavements in improved streets, county highways or state highways for the period beginning January 1, 1989 and ending December 31, 1989 be amended to increase the allocation of Motor Fuel Tax funds from \$4,432,272 to \$8,432,167.

SECTION 2. That authority is hereby given to make repairs to pavements in improved streets, county highways or state highways for the period beginning January 1, 1989 and ending December 31, 1989 by use of the asphaltic street repair materials, concrete street repair material or other standard street repair materials, as required to bring the pavements and their appurtenances to a good state of repair, at a cost not to exceed \$8,432,167 to be paid from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 3. That there is hereby allocated the sum of \$8,432,167 for repairs to pavements in improved streets, county highways, or state highways which shall be for work for which estimates are to be filed with the Division of Highways, Department of Transportation of the State of Illinois for the period beginning January 1, 1989 and ending December 31, 1989.

SECTION 4. That the Commissioner of Streets and Sanitation shall prepare the necessary specifications and estimates for these repairs and shall do same, either by day labor or contract.

SECTION 5. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for each such project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 9. 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, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. That this ordinance shall be in force and effect from and after its passage.

*Funds Authorized For Repairs To Curbs And Gutters In
Improved Streets, County Or State Highways
During Year 1989.*

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

SECTION 1. That the ordinance passed by the City Council on February 1, 1989 appearing on pages 24545 and 24546 of the Council Journal, providing for reconstructing curb and combined curb and gutters in various improved streets, county highways or state highways for the period beginning January 1, 1989 and ending December 31, 1989 be amended to increase the allocation of Motor Fuel Tax funds from \$1,995,460 to \$4,029,491.

SECTION 2. Authority is hereby granted to reconstruct curb and combined curb and gutters in various improved streets, county highways or state highways for the period beginning January 1, 1989 and ending December 31, 1989. Where necessary, the project

shall include new pavement, sidewalk, curb and gutter and drainage structures lying adjacent to or in the path of said repair or reconstruction. The cost shall not exceed \$4,029,491 to be paid from that part of Motor Fuel Tax funds which has been or may be allotted to the City of Chicago.

SECTION 3. That there is hereby allocated the sum of \$4,029,491 for repairs to curbs and gutters in improved streets, county highways, or state highways which shall be for work for which estimates are to be filed with the Division of Highways, Department of Transportation of the State of Illinois for the period beginning January 1, 1989 and ending December 31, 1989.

SECTION 4. That the Commissioner of Streets and Sanitation shall prepare the necessary specifications and estimates for these repairs and shall do same, either by day labor or contract.

SECTION 5. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for each such project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 9. 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, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. That this ordinance shall be in force and effect from and after its passage.

*Funds Authorized For Street Cleaning Maintenance Of
Improved Streets, County And State Highways
During Year 1989.*

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

SECTION 1. That the ordinance passed by the City Council on February 1, 1989 appearing on pages 24546 and 24547 of the Council Journal, providing for street cleaning maintenance of improved streets, county highways and state highways for the period beginning January 1, 1989 and ending December 31, 1989 be amended to increase the allocation of Motor Fuel Tax funds from \$3,431,999 to \$6,863,998.

SECTION 2. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$6,863,998 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for street cleaning maintenance of improved streets, county highways and state highways by day labor during the period commencing January 1, 1989 and ending December 31, 1989.

SECTION 3. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 4. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 5. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 6. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 7. 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, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 8. That this ordinance shall be in force and effect from and after its passage.

*Expenditure Of Funds For Snow And Ice Control Maintenance
Of Improved Streets, County And State Highways
During Year 1989.*

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

SECTION 1. That the ordinance passed by the City Council on February 1, 1989 appearing on page 24547 of the Council Journal, providing for snow and ice control maintenance of improved streets, county highways and state highways for the period beginning January 1, 1989 and ending December 31, 1989 be amended to increase the allocation of Motor Fuel Tax funds from \$3,053,827 to \$6,287,654.

SECTION 2. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$6,287,654 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for snow and ice control maintenance of improved streets, county highways and state highways by day labor during the period commencing January 1, 1989 and ending December 31, 1989.

SECTION 3. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 4. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 5. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 6. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 7. 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, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 8. That this ordinance shall be in force and effect from and after its passage.

*Expenditure Of Funds For Street Light
Energy Costs During Year 1989.*

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

SECTION 1. That the ordinance passed by the City Council on February 1, 1989 appearing on page 24548 of the Council Journal, providing for payment of street light energy costs on streets throughout the city for the period beginning January 1, 1989 and ending December 31, 1989 be amended to increase the allocation of Motor Fuel Tax funds from \$3,396,442 to \$7,947,199.

SECTION 2. Authority is hereby given to the Commissioner of Streets and Sanitation to pay street light energy costs on streets throughout the city for the period from January 1, 1989 to and including December 31, 1989, at a cost of \$7,947,199 to be paid for out of that part of the Motor Fuel Tax funds which have been or may be allotted to the City of Chicago.

SECTION 3. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 4. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 5. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 6. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 7. 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 Department of Transportation.

SECTION 8. This ordinance shall be in force and effect from and after its passage.

*Expenditure Of Funds For Maintenance Of Traffic Signals And
Street Lighting Systems During Year 1989.*

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$485,677 from that portion of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for the purchase of materials and supplies for maintenance of traffic signals and street lighting systems on Municipal Streets and County and State Highways for the period commencing January 1, 1989 and ending December 31, 1989.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. The City Clerk is 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 Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

*Expenditure Of Funds For Traffic Signal Energy Costs
During Year 1989.*

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

SECTION 1. That the ordinance passed by the City Council on February 1, 1989 appearing on page 24549 of the Council Journal, providing for the payment of traffic signal energy costs on streets throughout the city for the period beginning January 1, 1989 and ending December 31, 1989 be amended to increase the allocation of Motor Fuel Tax funds from \$1,300,000 to \$2,600,000.

SECTION 2. Authority is hereby given to the Commissioner of Streets and Sanitation to pay traffic signal energy costs on streets throughout the city for the period from January 1, 1989 to and including December 31, 1989, at a cost of \$2,600,000 to be paid for out of that part of the Motor Fuel Tax funds which have been or may be allotted to the City of Chicago.

SECTION 3. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 4. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 5. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 6. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 7. That the City Clerk is 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 Department of Transportation.

SECTION 8. This ordinance shall be in force and effect from and after its passage.

ALLOCATION OF MOTOR FUEL TAX FUNDS INCREASED
FOR MAINTENANCE, REPAIR AND PAINTING OF
EXISTING BRIDGES, VIADUCTS
AND APPURTENANCES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending an ordinance passed February 1, 1989 (Council Journal pages 24538 -- 24540) authorizing an increase in the allocation of Motor Fuel Tax Funds necessary for maintenance, repair and painting of existing bridges, viaducts and appurtenances during 1989, and 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Section 1 of the ordinance of February 1, 1989, pages 24538 through 24540 of the Journal of Proceedings, be amended by deleting therefrom the amount of \$3,000,000.00 in line 3 thereof and substituting therefore the amount of \$6,300,000.00.

SECTION 2. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 3. The City Clerk is directed to transmit two 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 4. This ordinance shall be in force and effect from and after its passage.

ALLOCATION OF MOTOR FUEL TAX FUNDS DECREASED FOR
INSTALLATION OF TRAFFIC CONTROL SIGNAL AT
INTERSECTION OF WEST HUBBARD STREET
AND NORTH LA SALLE STREET.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending an ordinance passed May 10, 1989 (Council Journal pages 666 -- 668) authorizing a decrease in the allocation of Motor Fuel Tax Funds necessary for the installation of a traffic control signal at the intersection of North LaSalle Street and West Hubbard Street, and 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the ordinance passed by the City Council on May 10, 1989 appearing on pages 666 through 668 of the Council Journal, providing for the engineering and installation of a traffic control signal at Hubbard Street and LaSalle Street be amended to decrease the allocation of Motor Fuel Tax funds from \$185,000 to \$90,000.

SECTION 2. Authority is hereby given to the Commissioner of Public Works to expend the sum of \$90,000 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for engineering and installation of a traffic control signal at Hubbard Street and LaSalle Street.

SECTION 3. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 4. The City Comptroller shall set up a separate account for this project. The Commissioner of the Department of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 5. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 6. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of the Department of Public Works.

SECTION 7. 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, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 8. That this ordinance shall be in force and effect from and after its passage.

WATER MAINS INSTALLED AT VARIOUS LOCATIONS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration eight 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

Alderman Caldwell 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 Belden Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Belden Avenue, from North Maplewood Avenue to North Western Avenue: 1,029 feet of 8-inch ductile iron water main, at the total estimated cost of \$135,752.59 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00789.

Portion Of West Lyndale Street.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Lyndale Street, from North Western Avenue to North Hoyne Avenue: 2,137 feet of 8-inch ductile iron water main, at the total estimated cost of \$316,848.47 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00787.

Portion Of North Mozart Street.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North Mozart Street, from West Armitage Avenue to West Cortland Street: 721 feet of 8-inch ductile iron water main, at the total estimated cost of \$136,389.22 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00799.

Portion Of South Paulina Street.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Paulina Street, from West 59th Street to West 61st Street: 1,390 feet of 8-inch ductile iron water main, at the total estimated cost of \$213,180.22 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-00757.

Portion Of South Whipple Street.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Whipple Street, from West Roosevelt Road to West Fillmore Street: 662 feet of 8-inch ductile iron water main, at the total estimated cost of \$106,677.30 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00794.

Portion Of East 89th Street.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in East 89th Street, from South Cottage Grove Avenue to South Dr. Martin Luther King, Jr. Drive: 2,602 feet of 8-inch ductile iron water main, at the total estimated cost of \$403,916.75 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00797.

Portion Of East 96th Street.

Ordered, That the Commissioner of Water is hereby authorized to install a water main in East 96th Street, from 33 feet to 283 feet E. E. L. of South Baltimore Avenue: 250 feet of 8-inch ductile iron water main, at the total estimated cost of \$31,127.76 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00779.

*Portion Of Alley South Of East 135th Street Near
South Avenue O.*

Ordered, That the Commissioner of Water is hereby authorized to install water mains in the alley south of East 135th Street from South Avenue O to South Avenue K: 1,330 feet of 8-inch ductile iron water main, at the total estimated cost of \$161,290.72 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00796.

COMMITTEE ON BUILDINGS.

**AMENDMENT OF MUNICIPAL CODE CHAPTERS 47 AND 67
BY DEFINING SELF-SERVICE STORAGE FACILITIES
AND PERMITTING INSTALLATION OF ROLL-UP
OR OVERHEAD DOORS THEREIN.**

The Committee on Buildings submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a proposed ordinance (which was referred on February 16, 1989) amending Chapter 67 of the Municipal Code of Chicago, to permit, subject to specified conditions, the installation of roll-up or overhead doors in self-service storage facilities, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance, as amended, which is transmitted herewith.

This recommendation was concurred in by all the members of the committee with no dissenting votes.

Respectfully,

(Signed) FRED B. ROTI,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. Section 47-2 of the Municipal Code of Chicago is hereby amended by adding in alphabetical order the language in italics as follows:

Self-service (Public) Storage Facility. Means any real property designed and used for the purpose of renting or leasing individual storage spaces to occupants who are to have access to such for the purpose of storing and removing personal property.

SECTION 2. Section 67-9.1 of the Municipal Code of Chicago is hereby amended by adding to the end of the section the language in italics as follows:

67-9.1.

(h) *In self-service storage facilities not exceeding 300 square feet in area with only incidental human occupancy, a roll-up overhead or sliding door readily openable from the inside without a key or special knowledge may be used as the means of egress subject to the following conditions:*

(1) No electrical outlets shall be provided in the storage spaces.

(2) Electrical lights[, if] provided within the spaces[,] shall be activated by an interlocking switch that turns off the light when the door is in a closed position.

(3) No flammable liquids, whether in containers, equipment or machinery shall be stored in the spaces.

(4) A visible and durable sign shall be conspicuously posted adjacent to each door which contains the following legend: "Door Shall Remain Open During Occupancy. Storage Space May Not Be Used As Work Area".

SECTION 3. This ordinance shall take effect upon its passage and publication.

**COMMITTEE ON HISTORICAL LANDMARK
PRESERVATION.**

**DESIGNATION OF SEVEN HOUSES IN LAKE SHORE DRIVE
DISTRICT AS CHICAGO LANDMARK.**

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, having had under consideration a communication signed by William M. McLenahan, Director of the Commission on Chicago Landmarks (referred to your committee on May 10, 1989) to designate the Seven Houses on Lake Shore Drive District as a Chicago Landmark, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance, as amended, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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, Pursuant to Chapter 21, Section 21-72 of the Municipal Code of Chicago, the City of Chicago through its Commission on Chicago Landmarks has determined that the Seven Houses on Lake Shore Drive District, composed of 1250, 1254, 1258, 1260, 1516, 1524 and 1530 North Lake Shore Drive, in Chicago, Illinois, is worthy of designation as a Chicago Landmark; and

WHEREAS, The Commission has found that the Seven Houses on Lake Shore Drive District meets certain criteria for landmark designation as set forth in Sections 21-66 (1), (3), (4), (5), (6) and (7) of the Municipal Code of Chicago; and

WHEREAS, The Seven Houses on Lake Shore Drive District has value as an example of the architectural and social heritage of the City of Chicago as the houses portray the character of North Lake Shore Drive as it was originally conceived and developed by the city's elite leaders and, further, the Seven Houses on Lake Shore Drive District has value as part of the cultural and historic heritage of the City of Chicago as the creation of North Lake Shore Drive and the related improvements of beach and shoreline illustrate how Chicago has always capitalized on its unique environmental feature, the picturesque natural beauty of Lake Michigan; and

WHEREAS, The Seven Houses on Lake Shore Drive District is collectively identified with both men and women who have significantly contributed to the economic, historic, social, and cultural development of the City of Chicago, namely such prominent citizens as C. C. Heisen, Arthur Aldis, Eleanor Robinson Countiss, and Bernard Eckhart who by virtue of his participation in public affairs also contributed to the development of the State of Illinois and, further, all of North Lake Shore Drive is identified with one of Chicago's most creative leaders, Potter Palmer, who not only developed North Lake Shore Drive but also State Street; and

WHEREAS, The Seven Houses on Lake Shore Drive District are classic examples of the various styles employed by architects for urban housing for the affluent during the 1890s and early 1900s and all manifest an unsurpassed overall quality of design, detail, materials and craftsmanship; and

WHEREAS, The majority of the remaining houses along North Lake Shore Drive are all the products of some of the best known and well documented architects, which include the firms of Holabird and Roche who did important work for the Chicago School of

Architecture, and McKim, Mead and White who were internationally famous and, further, the residential work of Howard Van Doren Shaw and Benjamin Marshall is significant not only in the history of Chicago but also in the State of Illinois; and

WHEREAS, The Seven Houses on Lake Shore Drive District is the only surviving remnant from the initial development of North Lake Shore Drive and provide the only link left to the early social and architectural history of North Lake Shore Drive and, further, stand in each block as intact groupings of houses without intrusions giving a clearly defined and accurate historical and architectural picture; and

WHEREAS, The scale, height, size, lot coverage, and bulk of all the structures on both sides of the 1200- and 1500-blocks of North Lake Shore Drive are established and familiar visual features of both the Gold Coast neighborhood and the City of Chicago; and

WHEREAS, The Commission on Chicago Landmarks has concluded that the Seven Houses on Lake Shore Drive District is truly important to Chicago and deserves to be preserved, protected, enhanced, rehabilitated, and perpetuated, and the Commissioner of Planning of the City of Chicago and the City Council Committee on Historical Landmark Preservation have concurred in the Commission's recommendation that the Seven Houses on Lake Shore Drive District be designated as a Chicago Landmark; now, therefore,

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

SECTION 1. The Seven Houses on Lake Shore Drive, composed of numbers 1250, 1254, 1258, 1260, 1516, 1524 and 1530 North Lake Shore Drive, is hereby designated a Chicago Landmark. In the Seven Houses on Lake Shore Drive District, the critical features that make an essential contribution to the qualities and characteristics by which the district meets six of the seven criteria for landmark designation are: all the exterior faces of all the structures and all the streetscapes within the boundaries defined below. Building interiors are not considered critical features of this district.

The Seven Houses on Lake Shore Drive District consists of the privately owned properties within the following two sets of boundaries:

- A) Beginning at the intersection of the east line of the alley next west of and parallel to North Lake Shore Drive and an east-west line 342 feet north of and parallel to the north line of West Burton Place;
- East along this east-west line to the west line of North Lake Shore Drive;
- South along the west line of North Lake Shore Drive to an east-west line 157 feet north of and parallel to the north line of West Burton Place;
- West along this east-west line to the east line of the alley next west of and parallel to North Lake Shore Drive;
- North along this east alley line to the point of beginning; and

- B) Beginning at the intersection of the easterly line of North Stone Street and the south line of East Goethe Street;
- East along the south line of East Goethe Street to the westerly line of North Lake Shore Drive;
- Southeasterly along the westerly line on North Lake Shore Drive to an east-west line 135 feet south of the south line of East Goethe Street;
- West along this east-west line to the easterly line of North Stone Street;
- Northerly along the westerly line of North Stone Street to the point of beginning.

The privately owned properties which make up the Seven Houses on Lake Shore Drive are legally described as:

1250 North Lake Shore Drive

That part of Lot 3 (except the north 4 feet thereof) and that part of Lot 4 (except the south 25 feet thereof) lying west of Lake Shore Drive in Block 7 in Horatio O. Stone's Subdivision of Astor's Addition to Chicago, Illinois, Section 3, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

1254 North Lake Shore Drive

Lot 2 and the north 4 feet of Lot 3 lying west of Lake Shore Drive in Block 7 in Horatio O. Stone's Subdivision of Astor's Addition to Chicago, Illinois, Section 3, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

1258 North Lake Shore Drive

Lot 2 of Durkee's Subdivision of that part of Lot 1 in Block 7 of Horatio O. Stone's Subdivision of Astor's Addition to Chicago, being a subdivision of that part of the northwest fractional quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

1260 North Lake Shore Drive

Lot 1 in Durkee's Subdivision of that part of Lot 1 in Block 7 of Horatio O. Stone's Subdivision of Astor's Addition to Chicago, lying west of Lake Shore Drive, in Section 3, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

1516 and 1524 North Lake Shore Drive

Lots 12, 13, 14, 15 and 16 in Block 1, a resubdivision by the Catholic Bishop of Chicago and Victor F. Lawson of Block 1 in Catholic Bishop of Chicago's Lake Shore Drive Addition, being a subdivision of that part of the northwest fractional quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

1530 North Lake Shore Drive

The south 10 feet of Lot 9 (except the north .04 feet of the west 48.05 feet of the east 73.9 feet of the south 10 feet of Lot 9) and all of Lots 10 and 11 in the resubdivision by the Catholic Bishop of Chicago and Victor F. Lawson of Block 1 in Catholic Bishop of Chicago's Lake Shore Drive Addition in the north half of fractional Section 3, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

The Seven Houses on Lake Shore Drive District is pictured on the attached map.

SECTION 2.

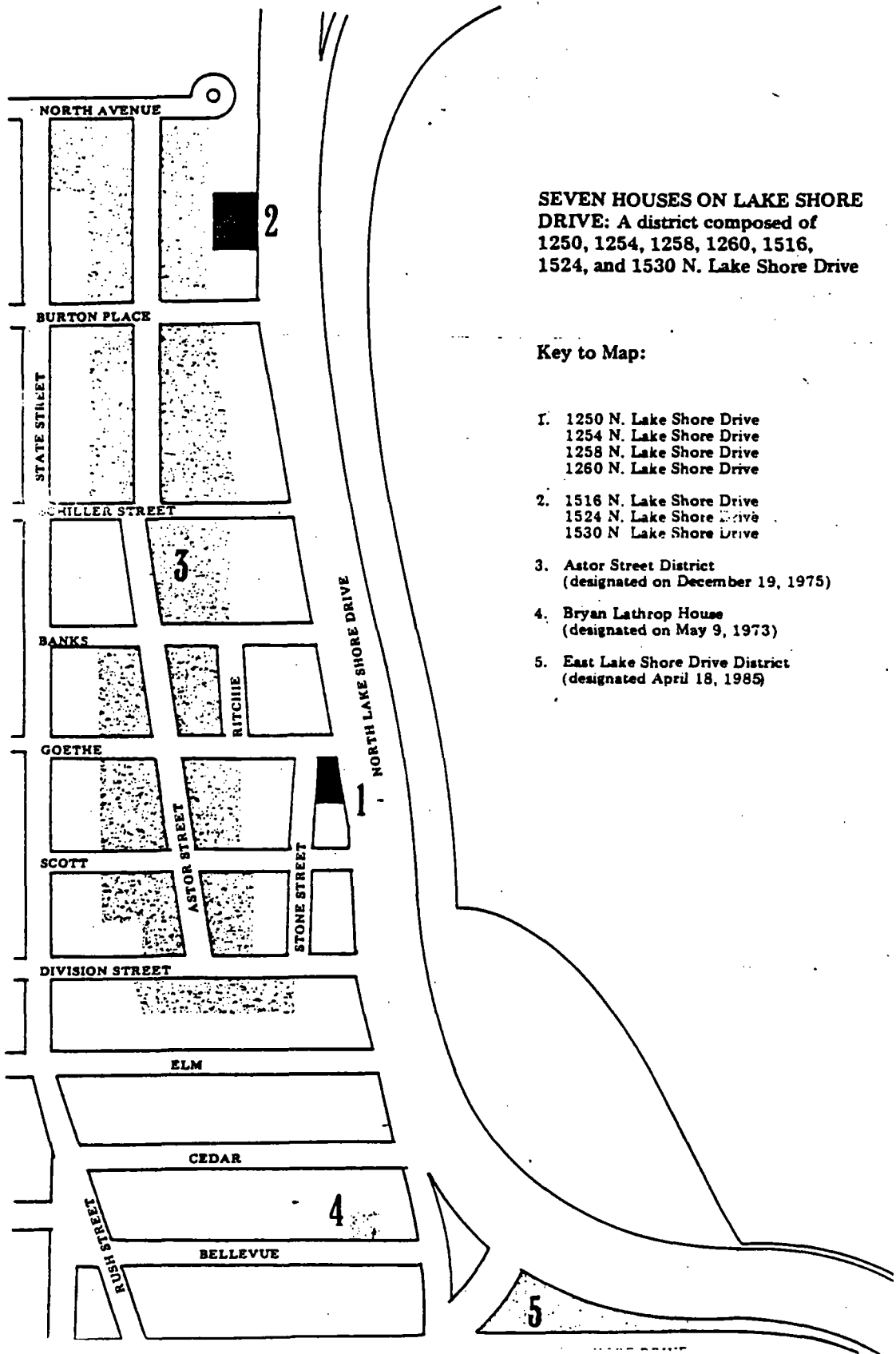
- (a) If any court of competent jurisdiction shall adjudge any provision of this ordinance to be invalid, such judgment shall not affect any other provisions of this ordinance not specifically included in said judgment.
- (b) If any court of competent jurisdiction shall adjudge invalid the application of any provision of this ordinance to a particular property, building, or other structure, such judgment shall not affect the application of said provision to any other property, building, or structure not specifically included in said judgment.

SECTION 3. The Commission on Chicago Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque to the property designated as a Chicago Landmark in accordance with the provisions of Section 21-65(3) of the Municipal Code of Chicago.

SECTION 4. The Commission on Chicago Landmarks is directed to comply with the provisions of Section 21-75 of the Municipal Code of Chicago.

SECTION 5. This ordinance shall take effect from and after the date of its passage.

[Map attached to this ordinance printed on
page 2605 of this Journal.]



Transmitted -- DESIGNATION OF LILYDALE PROGRESSIVE
MISSIONARY BAPTIST CHURCH AS
CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, having had under consideration a communication signed by Robert Shaw, Alderman, 9th Ward, (referred to your committee on October 14, 1988), to designate the Lilydale Progressive M. B. Church as a Chicago landmark, begs leave to recommend that Your Honorable Body *Refer* said communication, which is transmitted herewith to the Commission on Chicago Landmarks.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) BERNARD L. STONE,
Chairman.

On motion of Alderman Stone, the committee's recommendation was *Concurred In* and the said proposed communication was *Transmitted to the Commission on Chicago Landmarks*, by yeas and nays as follows:

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

Nays -- None.

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

COMMITTEE ON HOUSING, LAND ACQUISITION,
DISPOSITION AND LEASES.

PARTICIPATION BY CITY IN "BARGAIN SALE" INVOLVING LOW
INCOME HOUSING DEVELOPMENT LOCATED AT 850
WEST EASTWOOD AVENUE.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, having had under consideration a proposed ordinance that would authorize the participation by the City in a "Bargain Sale" transaction (under Section 1011 (b) of the Internal Revenue Code) involving a low income housing development located at 850 West Eastwood Avenue. We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith, as amended.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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, Between 1968 and 1978 the federal government subsidized the construction of approximately 20,000 units of privately-owned multi-family units of housing for low and moderate income families in Chicago, under the Section 221(d)(3) and Section 236 programs; and

WHEREAS, Participants in the 221(d)(3) and 236 programs included limited distribution partnerships that received mortgage interest reductions and tax incentives as inducements for providing safe and sanitary rental housing to low and moderate income households at below market rental levels regulated by the federal government; and

WHEREAS, Limited partnership owners participating in the 221(d)(3) and 236 programs executed notes secured by mortgages with terms of forty years that contained a prepayment privilege providing that in certain circumstances the partnership could elect to prepay its mortgage after twenty years from the date of final endorsement of the note and no longer be bound by federal requirements to provide housing for low and moderate income residents at regulated rents; and

WHEREAS, The threat posed by the potential loss of the 221(d)(3) and 236 housing inventory due to mortgage prepayment was noted in a number of studies and reports in 1988: Report of the National Low Income Housing Preservation Commission, *Preventing the Disappearance of Low Income Housing, 1988*; Report of the National Housing Task Force, *A Decent Place to Live*; Neighborhood Reinvestment Corporation, *At Risk of Loss: The Endangered Future of Low Income Housing Rental Resources*; and

WHEREAS, Congress enacted the Low Income Housing Preservation Act of 1987 (the "Preservation Act") to prevent conversion of privately owned subsidized rental housing units to market rate housing when such conversion would harm housing opportunities for low and moderate income families; and

WHEREAS, The Preservation Act encourages participation by state and local governments in the development of strategies to preserve the privately-owned subsidized rental housing inventory; and

WHEREAS, The City of Chicago, Department of Housing, has adopted a Policy Statement acknowledging the adverse impact that the threatened loss of 221(d)(3) and 236 units would have on the availability of affordable rental housing in Chicago and calling for preservation of the existing subsidized housing stock as one prong in a two-pronged strategy to address the crisis in affordable housing; and

WHEREAS, Limited partnerships that own Section 221(d)(3) and Section 236 developments face adverse tax consequences if they sell their properties to new partnerships committed to the preservation of the developments as low and moderate income housing; and

WHEREAS, Through a charitable contribution in the form of a bargain sale, as defined in Section 1011(b) of the Internal Revenue Code and Treasury Regulation Section 1.170A-4, selling partnerships can sell their property to a state, or any instrumentality thereof, at a price below its fair market value, as determined by appraisal, for the purpose of furthering the governmental and public purpose of the governmental entity to preserve affordable housing for low and moderate income people; and

WHEREAS, Governmental entities that participate in bargain sale transactions can resell the developments they acquire to a new partnership at fair market value and can hold a residual receipts note for the difference between the amount of the first mortgage and the fair market value of the property that accrues interest and is payable after at least 15 years; and

WHEREAS, Through the instrument of the residual receipts note, secured by a mortgage, governmental entities can require on resale that the property in question be maintained as low and moderate income housing beyond the forty year term of the federally subsidized first mortgage; and

WHEREAS, Participation in bargain sale transactions is a means for the City of Chicago to facilitate the preservation of affordable housing in Chicago without expenditure of funds; and

WHEREAS, Government entities in Michigan, Florida, Massachusetts, Missouri, and Pennsylvania have participated in bargain sale transactions; and

WHEREAS, 850 West Eastwood Avenue is a 231 unit property located in the Uptown community area subsidized under the 221(d)(3) program that is eligible for mortgage prepayment on October 1, 1989; and

WHEREAS, The City of Chicago is a home rule unit under 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; now, therefore,

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

SECTION 1. The City of Chicago, Department of Housing ("the Purchaser"), is authorized to enter into an option to purchase 850 West Eastwood Avenue (F.H.A. 071-55113) from Northeastwood Shores Apartments ("the Seller"), an Illinois limited partnership on the following terms and conditions:

- A. The cost of the option shall not exceed \$100;
- B. The purchase price shall be no greater than \$5,000,000 and shall consist of the following:
 1. The Purchaser shall assume the outstanding balance of the first mortgage, including any arrearages in principal and interest;

2. The Purchaser shall make a cash payment of \$231,000 to the seller;
 3. The Purchaser shall assume the outstanding note of \$30,000.
- C. In the event the City of Chicago defaults or declines to purchase the property, the sole remedy of the Seller shall be to retain the option price of \$100 as liquidated damages;
- D. The cash payment to Seller is payable as follows: \$100 due at closing; \$230,900 within 30 days of closing;
- E. The Commissioner of the Department of Housing is expressly delegated authority to negotiate additional terms and conditions, subject to approval as to form and legality by the Corporation Counsel, for the transaction determined necessary to foster attainment of the goal of assuring that the building remains affordable housing for low and moderate income families.

SECTION 2. That the City of Chicago, Department of Housing ("the Seller"), is hereby authorized to sell 850 West Eastwood Avenue, to United-Northeastwood-Limited Partnership, an Illinois limited partnership ("the Purchaser"), subject to the following terms and conditions:

- A. The purchase price shall not exceed \$7,000,000 and shall consist of the following:
1. The Purchaser shall assume the outstanding balance of the first mortgage, including any arrearages in principal and interest;
 2. The Purchaser shall make a cash payment of \$231,000 to the seller;
 3. The Purchaser shall assume the outstanding note of \$30,000;
 4. The Purchaser shall execute a residual receipts note payable to the Seller in an amount deemed prudent by the Commissioner of the Department of Housing, subject to approval by the Corporation Counsel as to form and legality, that will accrue interest at the prevailing federal rate for a term of at least fifteen (15) years and not more than forty (40) years.
- B. There shall be no identity of interest between members of the selling partnership and the Purchaser;

- C. The Purchaser shall be required to rehabilitate the property and to maintain the property as low and moderate income housing for at least twenty (20) years;
- D. The Purchaser shall be required to foster resident participation in the operation of the property, including seeking resident input in the selection of the managing agent for the property;
- E. The Commissioner of the Department of Housing is expressly delegated authority to negotiate additional terms and conditions, subject to approval as to form and legality by the Corporation Counsel, for the transaction determined necessary to foster attainment of the goal of assuring that the building remain affordable housing for low and moderate income families.

SECTION 3. To the extent that any ordinance or the Municipal Code of the City of Chicago conflicts with any provision(s) of this ordinance, the provision(s) of this ordinance shall control.

SECTION 4. This ordinance shall be in full force and effect by and from the date of its passage.

**TRANSFER OF HYDE PARK-KENWOOD PARCEL RC-1
(MURRAY LOT) TO CHICAGO PARK DISTRICT.**

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a substitute ordinance submitted by Alderman Timothy C. Evans concerning the Hyde Park-Kenwood Parcel RC-1 commonly referred to as the Murray Lot, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance, as amended, transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is the owner of Hyde Park-Kenwood Parcel RC-1 commonly referred to as the "Murray Lot" park; and

WHEREAS, Certain entities desire to deprive the community from the usage of and employment of said park through developing same for private benefit; and

WHEREAS, For the City of Chicago to transfer its ownership of said park to the Chicago Park District would preserve it for recreational usage; and

WHEREAS, The Chicago Park District has passed a resolution authorizing its staff to negotiate with the City regarding said transfer; and

WHEREAS, The majority of citizens and property owners adjacent to the "Murray Lot" support said transfer for the purpose of preserving its recreational usage; and

WHEREAS, Over three thousand Hyde Park-Kenwood residents signed petitions supporting said transfer; and

WHEREAS, In a referendum held during the November 8, 1988 General Election, 82 percent of voters in precincts adjacent to the park supported said transfer; and

WHEREAS, The neighborhood served by the 2.2 acre "Murray Lot" presently does not have adequate park lands for its residents. Specifically, pursuant to the Chicago Park District's standards of two acres per one thousand residents, there should be 34.9 acres available to said neighborhood, rather than the existing 14.9 park acres; and

WHEREAS, The City Council finds that it is in the interest of the public health, safety and welfare of the citizens of Chicago and said neighborhood's residents to preserve the "Murray Lot" for recreational usage; and

WHEREAS, The City of Chicago is a home rule unit of government pursuant to Article VII, Section 6(a) of the Illinois Constitution; and as such may exercise powers and functions in furtherance of the health, safety and welfare of its citizens; now, therefore,

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

SECTION 1. The City of Chicago approves and conveys to the Chicago Park District all its interest in the park commonly referred to as the "Murray Lot" located in the 5300 block of South Kenwood Avenue. Said park also being referred to as the Hyde Park-Kenwood Parcel RC-1 formerly S-1 and bearing the legal description contained in Exhibit "A" attached hereto.

SECTION 2. The Corporation Counsel, the Office of the Mayor, and any necessary commissioners and their departments are authorized to take any and all steps necessary to enter into and complete said transfer of the city's interest in said park to the Chicago Park District. Said agreement shall transfer the city's interest subject to the restrictive covenant that said park shall be utilized for public park purposes. Said restrictive covenant shall bind the Chicago Park District and its successors to usage of said park as an open field, unencumbered or improved by any buildings.

SECTION 3. The passage of this ordinance shall supersede any ordinance passed or pending in the City Council or its committees. All documents shall be subject to the approval of the Corporation Counsel as to form and legality.

SECTION 4. This ordinance shall be effective upon satisfactory evidence that the Chicago Park District Board has appropriated funds and approved a plan for the construction and maintenance of a public park. Said evidence shall be reviewed by the Commissioner of the Department of Planning of the City of Chicago.

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

Exhibit "A".

Legal Description.

Lots 1, 2, 3, 4, 5, 6, 13, 14, 15 and 16 (except the south 20 feet of the west 66 feet of said Lot 16) in Block 27 and Lots 5, 6, 7 and 8 in Block 28, all in Kimbark's Addition to Hyde Park, being a subdivision of part of the west half of the southeast quarter of Section 11, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

That part of South Kenwood Avenue, now vacated, lying south of the south line of East 53rd Street extended; east of and adjoining Lot 1 in Block 27 and west of and adjoining Lot 8 in Block 28 in Kimbark's Addition to Hyde Park, aforesaid.

That part of the west half of South Kenwood Avenue, now vacated, lying east of and adjoining Lots 13, 14, 15 and 16 and east of and adjoining the north half of the 20-foot vacated alley south of and adjoining said Lot 16, all in Block 27 in said Kimbark's Addition to Hyde Park, aforesaid.

That part of the north half of the 20-foot vacated alley lying south of and adjoining Lot 16 (except the west 66 feet of said Lot) in Block 27, in Kimbark's Addition to Hyde Park, aforesaid.

Do Not Pass -- AMENDMENT TWENTY-ONE TO HYDE PARK-
KENWOOD CONSERVATION PLAN.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition, and Leases, to which was referred a communication from the Department of Housing for the following: Amendment No. 21 to the Hyde Park-Kenwood Conservation Plan, commonly referred to as the Murray Lot, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, the *Do Not Pass* recommendation of the committee was *Concurred In* by yeas and nays as follows:

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

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

WHEREAS, The Hyde Park-Kenwood Conservation Community Council, the Department of Urban Renewal Board, and the City Council heretofore approved the Hyde Park-Kenwood Conservation Plan; and

WHEREAS, The Hyde Park-Kenwood Conservation Community Council, by a majority vote, on July 27, 1988, approved Plan Amendment No. 21 to said Plan; and

WHEREAS, The Department of Urban Renewal Board, by Resolution No. 88- DUR-52 adopted on September 20, 1988, approved Plan Amendment No. 21 to said plan, which Amendment is attached hereto and incorporated in this ordinance; and

WHEREAS, Amendment No. 21 would change the land use for Parcel RC-1 (formerly Parcel S-1) from "School Use" to "Low-Density, Low-Rise Mixed Residential and Commercial With Open Space"; and

WHEREAS, Parcel RC-is a 105,432 square foot parcel located at 1311 -- 1361 East 53rd Street; and

WHEREAS, The City Council has reviewed the foregoing submittal, and it is the consensus of the City Council that said Plan Amendment No. 21, together with the Plan, as amended, constitutes a Conservation Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with modern principles of urban planning and within the general recommendations of the Chicago Plan Commission for the area covered thereby, and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. Amendment No. 21 to the Hyde Park-Kenwood Conservation Plan as amended, dated September, 1988, incorporated herein by reference is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage.

Plan Amendment No. 21 attached to this ordinance reads as follows:

City Of Chicago
Department Of Housing.

Hyde Park-Kenwood Conservation Plan
Amendment No. 21.

The Hyde Park-Kenwood Conservation Plan, as approved by the City Council on November 7, 1958, and as amended by the following:

Number	Approval Data
1 and 2	May 8, 1963
3	June 10, 1964
4	July 8, 1964
5	September 19, 1966
6	June 23, 1969
7	June 10, 1970
8	February 9, 1972
9	August 30, 1972
10	September 28, 1977
11	September 28, 1977
12	June 29, 1979
13	March 31, 1981
14	November 12, 1982
15	March 7, 1984

Number	Approval Data
16	June 14, 1984
17	July 9, 1985
18	August 28, 1986
19	October 27, 1986
20	January 13, 1988

shall be amended as follows:

Item 1

There shall be added to Subsection b of Topic No. 1, "Urban Renewal Area Plan", of Subsection E, "Planning and Project Improvement Proposals", of Section No. I, a new general land use category to be entitled:

- (12) Low-Density, Low-Rise Mixed Residential and Commercial with Open Space.

Item 2

Following the last paragraph of Subtopic "Residential" of Topic No. 1, "Urban Renewal Area Plan", of Subsection E, "Planning and Project Improvement Proposals", of Section No. I, there shall be added the following:

Low-Density, Low-Rise Mixed Residential and Commercial use is intended to be available to serve residential, commercial and open space needs of the community. The commercial use shall not exceed 19% of the total parcel, shall not exceed two stories in height, and shall include one off-street parking space for each 300 square feet of commercial space. The residential use shall not exceed 48% of the total parcel, shall be limited to 16.6 dwelling units per acre (a total of 40 dwelling units for Parcel RC-1), shall not exceed three stories in height, and shall include one and one-quarter off-street parking spaces for each dwelling unit. The open space use, including any pedestrian walkways and vehicular roadways, shall be at least 33% of the total parcel.

Item 3

Delete Land Use Plan Map dated April, 1987 and substitute Land Use Plan Map dated September, 1988. This Land Use Plan Map reflects the following changes:

The land previously designated for school use and known as Disposition Parcel RC-1, located on the south side of 53rd Street between Dorchester and Kimbark Avenues, will be redesignated from Public Schools to Low-Density, Low-Rise Mixed Residential and Commercial Use with Open Space, and become known as Disposition Parcel No. RC-1. Prior to disposition, no less than 6% of the total parcel shall be designated and dedicated for public use as a pedestrian walkway between the north and south boundaries of the Parcel.

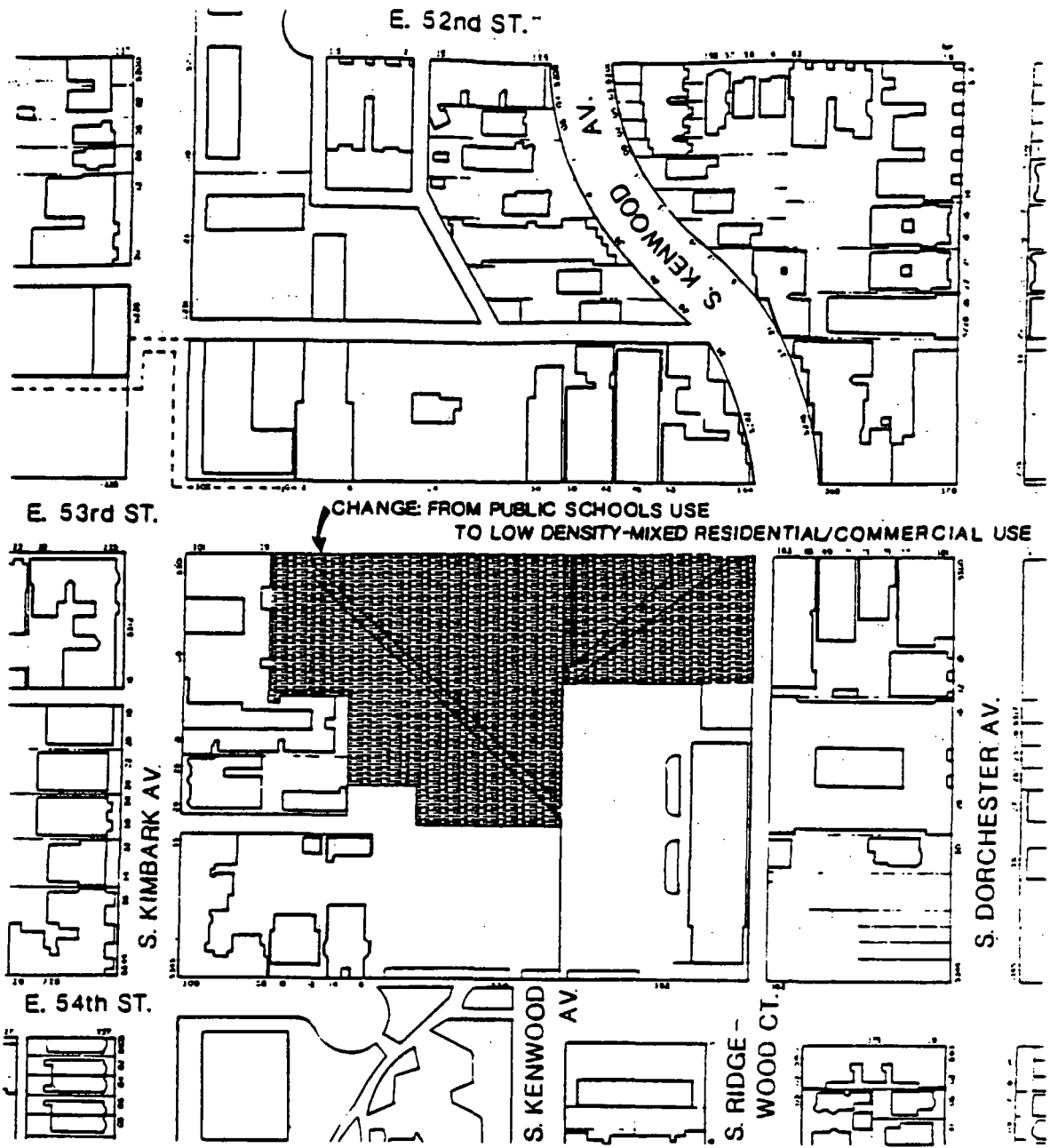
Parcel RC-1 is bounded by East 53rd Street on the north; beginning at the intersection of East 53rd Street and the public alley next west of South Dorchester, the remaining boundaries run south to a line 150 feet south of and parallel to 53rd Street; thence west to the intersection with a line parallel to and 220 feet west of said alley; thence south along said line for 144.5 feet to the intersection with a line parallel to and 295 feet south of 53rd Street; thence west along said line for 140 feet to the intersection of a line parallel to and 360 feet west of said alley next west of South Dorchester; thence north along said line for 30 feet to the intersection of a line 265 feet south of and parallel to 53rd Street; thence west 66 feet along said line to the intersection of a line 426 west of and parallel to said alley; thence north 114.5 feet along said line to the intersection of a line 150.5 feet south of and parallel to 53rd Street; thence west 90 feet along said line to the intersection of a line 516 feet west of and parallel to said alley; thence north along said line to 53rd Street.

Maps attached to this Amendment printed on pages 2619 through 2620 of this Journal.]

AUTHORITY GRANTED TO ADVERTISE FOR SALE
CITY-OWNED VACANT PROPERTY AT
SUNDRY LOCATIONS.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

(Continued on page 2621)

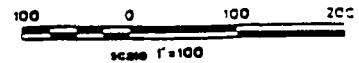


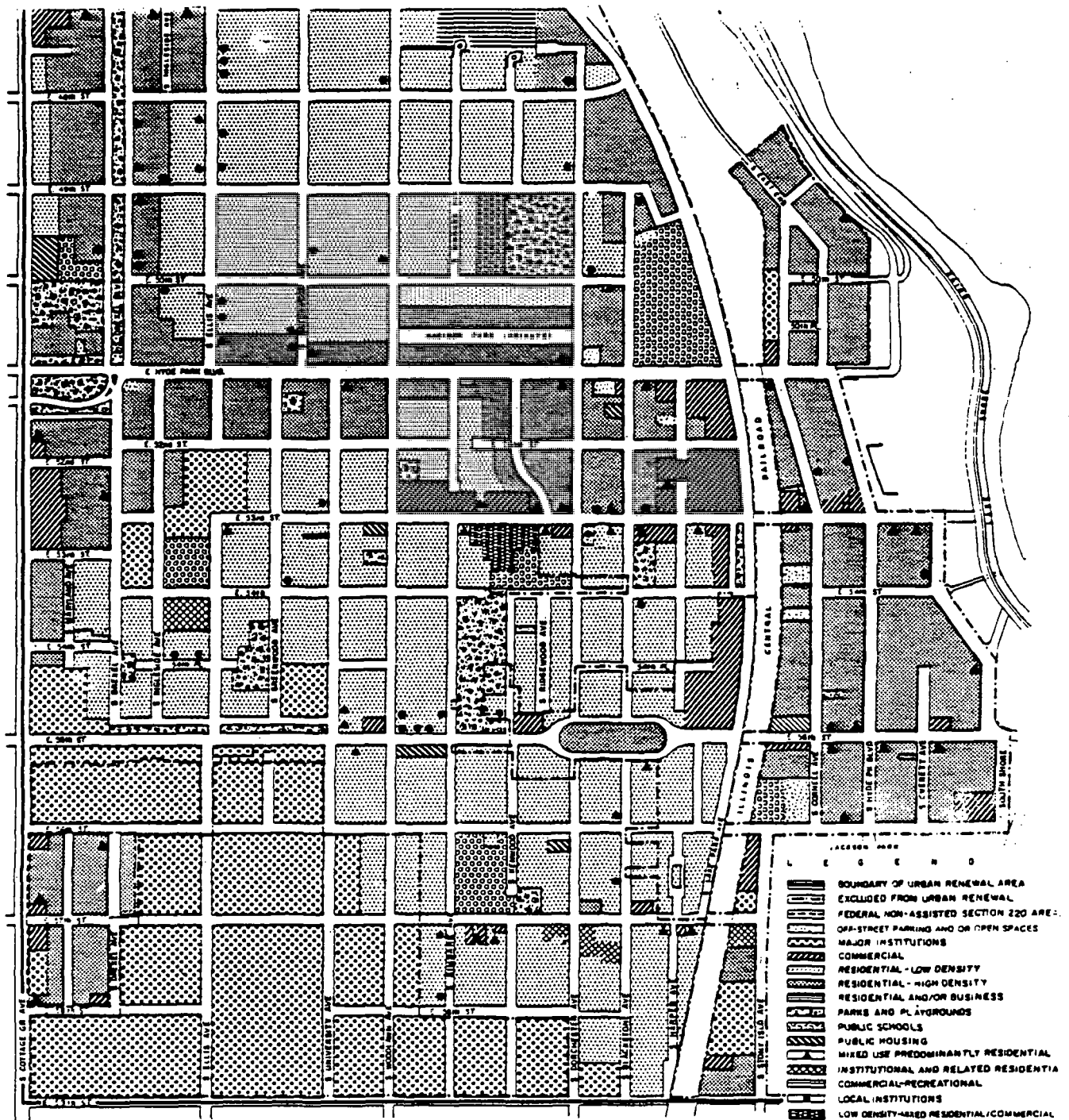
**HYDE PARK - KENWOOD
CONSERVATION AREA (PARTIAL)**

**AMENDMENT NO. 21
SEPTEMBER, 1988**

 **LOW DENSITY-MIXED RESIDENTIAL/COMMERCIAL**

**DEPARTMENT OF HOUSING
CITY OF CHICAGO**





LAND USE PLAN
HYDE PARK - KENWOOD CONSERVATION AREA
AMENDMENT NO. 21
SEPTEMBER, 1988

DEPARTMENT OF HOUSING
 CITY OF CHICAGO

NOTE: THE STREETS, PUBLIC RIGHTS-OF-WAY AND DIMENSIONS ARE NOT SHOWN AS TO LOCATION OR DIMENSIONS.

(Continued from page 2618)

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services for sixty ordinances granting the authority to advertise for sale city-owned property at sundry locations, having had the same under advisement begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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):

6426 -- 6428 South Ashland Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 11 and 12 in Block 32 in Drexel Park, being a subdivision of the north half of Section 19, Township 38 North, Range 14, lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6426 -- 6428 South Ashland Avenue, Permanent Tax No. 20-19-215-030).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1037 North California Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 27 in Block 1 in Watriss Subdivision of the south half of the northwest quarter of the southeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1037 North California Avenue, Permanent Tax No. 16-01-408-009).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1748 North California Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

the north half of Lot 3 in Block 9 in Hansbrough and Ness' Subdivision of the east half of the southwest quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1748 North California Avenue, Permanent Tax No. 13-36-323-022).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

659 North Carpenter Street.

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

SECTION 1. The Department of General Services, Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary,

appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

the north third of Lot 3 in resubdivision of Lot 7 in Block 38 in Ogden's Addition and Lots 13 and 14 in Block 12 in Ridgley Addition to Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 659 North Carpenter Street, Permanent Tax No. 17-08-219-026).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

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

4227 West Carroll Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 93 in the resubdivision of Block 3 in the subdivision of the south half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4227 West Carroll Avenue (Arnold), Permanent Tax No. 16-10-405-014).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

201 -- 215 North Central Avenue/3558 West Lake Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 13 to 19 inclusive (except part taken for alley) and Lot 12 (except part taken for Walnut Street and for alley) in the subdivision of the west 5 acres of the west 10 acres of the southeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 201 -- 215 North Central Avenue/3558 West Lake Street, Permanent Tax No. 16-11-409-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

5420 -- 5422 South Dearborn Street.

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

SECTION 1. The Department of General Services, Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 8 in Block 2 in Coburn's Addition to Chicago, said addition being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Chicago, Rock Island and Pacific Railroad in Section 9, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 5420 -- 5422 South Dearborn Street, Permanent Tax No. 20-09-422-068).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

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

3230 -- 3232 West Division Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 105 and 106 in S. E. Gross Fifth Humboldt Park Addition to Chicago, being a subdivision of Blocks 5 and 8 and vacated alleys in said blocks and Lots 1 to 24 inclusive in Block 6 in Weage Eberhart and Bartlett's Subdivision of the southeast quarter of the northeast quarter of Section 2, Township 39 North, Range 13, East of

the Third Principal Meridian, in Cook County, Illinois (commonly known as 3230 -- 3232 West Division Street, Permanent Tax No. 16-02-228-027).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

*3325 -- 3327 West Division Street/1153 North
Christiana Avenue.*

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 4 in S. E. Gross 4th Humboldt Addition to Chicago being a subdivision of Lot 7 in Superior Court Partition of east half of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3325 -- 3327 West Division Street/1153 North Christiana Avenue, Permanent Tax No. 16-02-409-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1757 West Erie Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 71 in Hunt's Subdivision of Block 15 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1757 West Erie Street, Permanent Tax No. 17-07-214-002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1223 -- 1225 West Garfield Boulevard.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary,

appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 9 and 10 in 55th Street Boulevard Addition to Chicago, a subdivision of the northeast quarter of the northwest quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1223 -- 1225 West Garfield Boulevard, Permanent Tax No. 20-17-107-031).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

7600 South Greenwood Avenue.

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

SECTION 1. The Department of General Services, Real Property Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

that part of Block 57 (except the south 166.2 feet and except the west 187 feet, 6 inches thereof) lying south and southwestwardly of the two following described principal lines, the point of beginning of said two principal lines being determined as follows: Commencing at the northwest corner of said Block 57, being also the southeast corner of East 76th Street and South Dobson Avenue; thence northeastwardly on a straight line a distance of 152.22 feet to the point of intersection with the northwestwardly line of said Block 57; thence along said northwestwardly line of said Block 57, a distance of 31.13 feet to a point in the northwestwardly line of said Block 57, said last described point being the point of beginning, of the first of the principal lines hereinbefore referred to; thence from said point of beginning, a distance of 18.70 feet southeasterly to a line which is 317.58 feet north of and parallel to the south line of said Block 57; thence east along said last described line (said last described line being the second

principal line hereinbefore referred to) a distance of 238.60 feet more or less to the point of intersection with the east line of said Block 57, in Cornell, a subdivision of the west half of Section 26, the southeast quarter of Section 26 with the exception of the east half of the northeast quarter of said southeast quarter, the north half of the northwest quarter, west of the Illinois Central Railroad, and the northwest quarter of the northeast quarter of Section 35, all in Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7600 South Greenwood Avenue, Permanent Tax Nos. 20-26-315-029 and 20-26-315-040).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

3436 -- 3438 West Grenshaw Street.

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

SECTION 1. The Department of General Services, Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 27 (except the west 3 inches thereof) and all of Lot 28 in Block 8 in the 12th Street Addition to Chicago, being a subdivision of that part of the southeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, lying south of the right-of-way of the Chicago & Great Western Railroad Company, in Cook County, Illinois (commonly known as 3436 -- 3438 West Grenshaw Street, Permanent Tax No. 16-14-423-011).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

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

4449 West Grenshaw Street.

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

SECTION 1. The Department of General Services, Real Property Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 20 in Block 3 in D. S. Place's Third Addition to Chicago, a subdivision of the east half of the southwest quarter of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, lying south of the right-of-way of the Chicago and Great Western Railroad (except the west 33 feet thereof) in Cook County, Illinois (commonly known as 4449 West Grenshaw Street, Permanent Tax No. 16-15-329-003).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

2100 South Harding Avenue/3933 -- 3943 West 21st Street.

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

SECTION 1. The Department of General Services, Real Property Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 118 in subdivision of Blocks 2, 3, and 5 in partition of the west 60 acres north of the Southwestern Plank Road of the southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2100 South Harding Avenue/3933 -- 3943 West 21st Street, Permanent Tax No. 16-23-317-018).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

5331 South Halsted Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 31 in Block 4 in Putnam's Subdivision of the southwest quarter of the southwest quarter (except the south 23 acres) in Section 9, Township 38 North, Range 14, East of

the Third Principal Meridian, in Cook County, Illinois (commonly known as 5331 South Halsted Street, Permanent Tax No. 20-09-316-012).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

3817 -- 3819 West Harrison Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 17 and 18 (except the south 8.092 feet) in Block "A" in Vance's Garfield Boulevard Addition, a subdivision of part of the southwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3817 -- 3819 West Harrison Street, Permanent Tax No. 16-14-302-016).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

3307 West Hirsch Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 3 in Block 2 in Weage Eberhart and Bartlett's Subdivision of the southeast quarter of the northeast quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3307 West Hirsch Street, Permanent Tax No. 16-02- 218-020).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

2048 West Huron Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary,

appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 30 (except the north 6 feet thereof taken for alley) in subdivision of Block 2 of Block 5 in the Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2048 West Huron Street, Permanent Tax No. 17-07-108-028).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

2058 West Huron Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 26 (except the north 6 feet for alley) in subdivision of Block 2, in J. W. Cochran's Subdivision of Block 5, in the Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2058 West Huron Street, Permanent Tax No. 17-07-108-024).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

718 South Independence Boulevard.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 8 in the subdivision of Lot 2 in Block 2 in Circuit Court Partition of the west half of the southwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 718 South Independence Boulevard, Permanent Tax No. 16-14-306- 043).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1115 South Independence Boulevard.

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

SECTION 1. The Department of General Services, Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 14 in Edward Casey's Addition to Chicago, being a subdivision of the south 6 acres of the south half of the west half of the east half of the southwest quarter east of the east line of Garfield Boulevard of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1115 South Independence Boulevard, Permanent Tax No. 16-14-325-006).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

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

*4500 -- 4506 West Jackson Boulevard/216 -- 218
South Kilbourn Avenue.*

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 22, 23 and 24 in Block 7 in D. S. Places Addition to Chicago, a subdivision of the east three-quarters of the northeast quarter of the northwest quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4500 -- 4506 West Jackson Boulevard/216 -- 218 South Kilbourn Avenue, Permanent Tax No. 16-15-114-031).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

7416 South Jeffery Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 7 and (except the south 13 feet) Lot 8 in the subdivision of Block 16 in Clarke's Subdivision of the east half of the northwest quarter of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7416 South Jeffery Avenue, Permanent Tax No. 20-25-137-016).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

*1222 -- 1224 North Kedzie Avenue/
3209 -- 3211 West Crystal Street.*

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 89 and 90 in S. E. Gross' Fifth Humboldt Park Addition to Chicago in the southeast quarter of the northeast quarter of Section 2, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1222 -- 1224 North Kedzie Avenue/3209 -- 3211 West Crystal Street, Permanent Tax No. 16-02-228-034).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1313 South Kedzie Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 150 in subdivision of Blocks 1, 2, 3 and 4 in Balestier's Douglas Park Addition to Chicago in the northeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1313 South Kedzie Avenue, Permanent Tax No. 16-24-102-006).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1861 South Kedzie Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 56 in Block 7 in resubdivision of Blocks 6, 7, 16 and 17 in Douglas Park Addition to Chicago, in the west half of the southwest quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1861 South Kedzie Avenue, Permanent Tax No. 16-24-301-024).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

1875 South Kedzie Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

the west 91 feet of Lots 49 and 50 (taken as a tract) (except the south 22.85 feet of the west 88 feet thereof) all in Block 7 in the resubdivision of Blocks 6, 7, 16 and 17 in Douglas Park Addition to Chicago in Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1875 South Kedzie Avenue, Permanent Tax No. 16-24-301-057).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

6318 South Kenwood Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 23 in Block 2 in Walt and Bowen's Subdivision of that part of the west half of the northeast quarter lying west of railroad, of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6318 South Kenwood Avenue, Permanent Tax No. 20-23-201-018).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

6328 -- 6330 South Kenwood Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 21 in Block 2 in Wait and Bowen's Subdivision of that part of the west half of the northeast quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6328 -- 6330 South Kenwood Avenue, Permanent Tax No. 20-23-201-020).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

6427 South Kenwood Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

the south half of Lot 18 in Block 6 in Wait and Bowen's Subdivision of the west half of the northeast quarter, west of the railroad, of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6427 South Kenwood Avenue, Permanent Tax No. 20-23-213-007).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

348 -- 354 South Kildare Avenue.

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

SECTION 1. The Department of General Services, Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 24 and the east 4 feet 9 inches of the north 10 feet 9 inches of Lot 23 in Block 6 in Gunderson & Gauger's Addition to Chicago, in Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 348 -- 354 South Kildare Avenue, Permanent Tax No. 16-15-220-044).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

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

2816 North Kimball Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of improved parking site which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 63 to 67 inclusive and that part of Lots 48 to 52 inclusive, and Lots 48 to 52 inclusive, and Lots 68 to 72 inclusive lying westerly of North Kimball Avenue, as opened by Condemnation Proceedings, ordinance passed by the City Council December 10, 1924, order of possession June 13, 1932, County Court General No. 53146, together with the vacated public alley, vacated by ordinance passed September 25, 1958 and recorded in the Recorder's Office of Cook County, Illinois, November 5, 1958 as Document No. 17368258 in Story and Allen's Subdivision of Lot 10 of Brand's Subdivision of the northeast quarter of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, taken as a tract and bounded and described as follows: Beginning at the northwesterly corner of Lot 63; thence southeasterly along the southwesterly line at Lot 63 and said line extended across vacated alley to the northwesterly corner of Lot 52 and along the southwesterly line of Lot 52 and said line extended across vacated alley to the northwesterly corner of Lot 52 and along the southwesterly line of Lot 52 to the west line of North Kimball Avenue, as opened, as aforementioned; thence north along said west line of North Kimball Avenue, a distance of 308 feet, 8 and 3/4 inches; thence northwesterly along a straight line to a point on the northwesterly line of Lot 72, 228 feet 5 and 5/8 inches northeasterly of the point of beginning; thence southwesterly along the northwesterly line of Lots 63 to 72, a distance of 228 feet 5 and 5/8 inches of the point of beginning (commonly known as 2816 North Kimball Avenue, Parking Site No. 64, Permanent Tax No. 13-26-218-101).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

5841 South Lafayette Avenue/20 West 59th Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

the west 7 feet of Lot 17 and all of Lot 18 in William A. Holmes Subdivision of part of Lot 7 in School Trustees' Subdivision of Section 16, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5841 South Lafayette Avenue/20 West 59th Street, Permanent Tax No. 20-16-221-027).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

3965 -- 3967 South Langley Avenue.

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

SECTION 1. The Department of General Services, Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

the south 18 feet of Lot 10, all of Lot 11 and the north 7 feet of Lot 12 of Cleaver and Hubbard's Subdivision of Lots 16, 17, 18 and the west half of Lots 13 and 14 in Block 4 in Cleaverville Addition in Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3965 -- 3967 South Langley Avenue, Permanent Tax Nos. 20-03-208-025 and 026).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

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

6952 South Michigan Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

the south half of Lot 11 in Block 8 in Lancaster's Subdivision of the west half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6952 South Michigan Avenue, Permanent Tax No. 20-22-313-039).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1617 South Newberry Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 14 in George Roth's Subdivision of Block 17 in Assessor's Division of the north quarter of the southeast quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1617 South Newberry Avenue, Permanent Tax No. 17- 20-406-004).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1256 North Noble Street/1409 West Potomac Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 in Block 1 in H. Meyerhoff's Subdivision of the north part of Lot 13 of Canal Trustees' Subdivision of the west half except the southeast quarter of the northwest quarter of the northeast quarter of the southwest quarter of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1256 North Noble Street/1409 West Potomac Avenue, Permanent Tax No. 17-05-124-020).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1814 South Normal Boulevard.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 67 in Ree's Subdivision of Lot 1 in Block 37 in the Canal Trustee's Subdivision of the west half and so much of the southeast quarter as lies west of the south branch of the Chicago River of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1814 South Normal Boulevard, Permanent Tax No. 17-21-325-032).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

3259 -- 3265 West Ogden Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 32, 33, 24 and 35 in Block 9 in Douglas Park Addition of Chicago, a subdivision of all that part of the east half of the southeast quarter (lying south of Ogden Avenue) also Lots 4 and 5 of Circuit Court Partition of the west half of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3259 -- 3265 West Ogden Avenue, Permanent Tax Nos. 16-23-413-003 and 044).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

742 North Parkside Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 24 in Block 5 in Austinville, being Austin & Merrick's Subdivision of the east half of the northeast quarter of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 742 North Parkside Avenue, Permanent Tax No. 16-08-206-014).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

4022 South Park Way.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

the north 25 feet of Lot 17 in the Circuit Court partition of the east half of the northeast quarter of the northwest quarter (except boulevard) of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4022 South Park Way, Permanent Tax No. 20-03-111-020).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

6812 South Peoria Street.

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

SECTION 1. The Department of General Services, Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 5 in Block 4 in Benedict's Subdivision of the northeast quarter of the southeast quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6812 South Peoria Street, Permanent Tax No. 20-20-413-028).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Estate Section which is authorized to prepare such bidding forms.

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

1200 -- 1206 South Pulaski Road.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1, 2 and 3 in Block 1 in W. A. Merigold's Resubdivision of the north 50 acres of the east half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1200 -- 1206 South Pulaski Road, Permanent Tax Nos. 16-22-207-005 and 006).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

3819 West Roosevelt Road.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 5 in Block 4 in Frank Wells and Company's Boulevard Subdivision of the northwest quarter of the northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3819 West Roosevelt Road, Permanent Tax No. 16-23-103-003).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

*3827 -- 3829 West Roosevelt Road/1207 -- 1209
South Avers Avenue.*

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1 and 2 in Block 4 in Frank Wells and Company's Boulevard Subdivision of the northwest quarter of the northwest quarter of Section 23, Township 30 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3827 -- 3829 West Roosevelt Road/1207 -- 1209 South Avers Avenue, Permanent Tax No. 16-23-103-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

1627 South Ruble Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 32 in Crane and Wesson's Subdivision of Lot 2 in Block 45 in Canal Trustee's Subdivision of west half and so much of southeast quarter as lies west of the south branch of Chicago River of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1627 South Ruble Street, Permanent Tax No. 17-21-304-015).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

4222 West Van Buren Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 39 in A. F. Doremus' Subdivision of Lot 2 in Commissioners Partition of the east half of the southwest quarter of the northeast quarter of Section 25, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4222 West Van Buren Street, Permanent Tax No. 16-15-221-034).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

6534 South Vernon Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 16 and the south half of Lot 15 in Block 1 in Oakwoods Subdivision of the north half of the south half of the northeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6534 South Vernon Avenue, Permanent Tax No. 20-22-216-032).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

4330 -- 4332 South Vincennes Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

the north 47 feet of the east 125 feet of Lot 9 in Emigh and Killmer's Subdivision of that part west of Vincennes Avenue of the south half of the northwest quarter of the northwest quarter of the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4330 -- 4332 South Vincennes Avenue, Permanent Tax No. 20-03-400-064).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

4350 South Vincennes Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

the north 33 feet of Lot 7 Emigh & Kilmer's Plat west of Vincennes, south half of the northwest quarter of the northwest quarter of the southeast quarter of the west half of the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4350 South Vincennes Avenue, Permanent Tax No. 20-03-400-070).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

*4354 -- 4358 South Vincennes Avenue/
442 -- 448 East 44th Street.*

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

the south 67 feet of Lot 7 in Emigh & Kilmer's Subdivision of the south half of the northwest quarter of the northwest quarter of the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4354 -- 4358 South Vincennes Avenue/442 -- 448 East 44th Street, Permanent Tax No. 20-03-400-071).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

4355 South Vincennes Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 2 in David L. Frank's Subdivision of Block 2 in Blain & Brewer's Subdivision of Lot 3 in County Clerk's Division of unsubdivided lands in southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4355 South Vincennes Avenue, Permanent Tax No. 20-03-401-024).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

4638 -- 4646 West Washington Boulevard.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 33, 34, 35 and 36 in Block 26 in the subdivision of the south half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4638 -- 4646 West Washington Boulevard, Permanent Tax Nos. 16-10-325-017 and 016).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

4056 South Wentworth Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 2 in Block 6 in William F. Day's Subdivision of part of the northeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4056 South Wentworth Avenue, Permanent Tax No. 20-04-212-052).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

5645 South Wentworth Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 87 in Garossman's Subdivision of Lots 2 and 3 in the subdivision of Lots 3 and 4 in the School Trustee's Subdivision of Section 16, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5645 South Wentworth Avenue, Permanent Tax No. 20-16-204-028).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

6531 South Yale Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

the south half of Lot 6 and the north half of Lot 7 and the north 15 feet of the south half of Lot 7 in Block 1 in C. D. Perry's Resubdivision of Block 1 and Lots 1, 2, 3, 4 and 5 in Block 6 in Barnum Grove Subdivision of the south 42.7 acres of the west half of the northeast quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6531 South Yale Avenue, Permanent Tax No. 20-21-210-009).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

4020 West 16th Street.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 28 in Block 8 in Our Home Addition to Chicago, a subdivision of the east half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4020 West 16th Street, Permanent Tax No. 16-22-230-035).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

239 West 43rd Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 3 in Block 5 in Thomas Jackson and Others, in the subdivision of the north 5 chains of the southeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 239 West 43rd Street, Permanent Tax No. 20-04-402-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1949 East 72nd Place.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 19 in Block 4 in South Kenwood, a subdivision of Blocks 2, 7 and 8 in George W. Clarke's Subdivision of the east half of the northwest quarter and part of the Block 3 in Stave & Kemm's Subdivision of the northeast quarter, all in Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1949 East 72nd Place, Permanent Tax No. 20-25-122-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
VACANT PROPERTY AT SUNDRY LOCATIONS.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services for eight ordinances regarding the acceptance of bids at the following locations:

2036 West Le Moyne Street,
939 North Orleans Street,
1922 West Potomac Avenue,
4550 -- 4552 South St. Lawrence Avenue/552 -- 554 East 46th Street,
205 South Throop Street,
334 -- 336 South Whipple Street/3034 -- 3040 West Van Buren Street,
730 North Willard Court, and
334 -- 336 West 65th Street,

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

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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):

2036 West Le Moyne Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Peter A. and Deidre K. Papp, as joint tenants, not as tenants in common, 1400 North Hoyne Avenue, Chicago, Illinois 60622, to purchase for the sum of \$30,096.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed September 14, 1988, page 17375 described as follows:

Lot 22 in Block 4 in D. S. Lees Addition of the east half of the northwest quarter and the west half of the northeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2036 West Le Moyne Street, Permanent Tax No. 17-06-107-015).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$3,009.60 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

939 North Orleans Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of R. & W. Clark Construction Company, 2734 West 84th Street, Chicago, Illinois 60630, to purchase for the sum of \$35,050.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed April 27, 1988, pages 12658 -- 12659 described as follows:

Lot 10 in Assessor's Subdivision of Lots 1 to 4 and 9 to 12 in Block 19 in Johnston, Roberts and Storrs Addition in the west half of the southeast quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 939 North Orleans Street, Permanent Tax No. 17-04-426-004).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$3,505.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1922 West Potomac Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of James M. Ellis and Frank R. Motola, as joint tenants, 2134 West 51st Street, Chicago, Illinois 60609, to purchase for the sum of \$61,110.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed June 22, 1988, pages 14563 -- 14564 described as follows:

Lot 40 and the west half of Lot 41 in Block 1 in Baird and Bradley's Subdivision in the north 4 acres of the west 10 acres of the south 25 acres of the west half of the northeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded, August 11, 1873 in Book 5 in plats page 79 in Cook County, Illinois (commonly known as 1922 West Potomac Avenue, Permanent Tax No. 17-06-216-087).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$6,110.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

*4550 -- 4552 South St. Lawrence Avenue/
552 -- 554 East 46th Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Mount Eagle Proficiency Baptist Church, 4559 South St. Lawrence Avenue, Chicago, Illinois 60653, to purchase for the sum of \$8,291.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed June 22, 1988, pages 14579 -- 14580 described as follows:

The east 59 feet 6 inches of Lot 6 and Lot 7 in Block 1 in Goodwin's Subdivision of Lot 1 except the north half of the southeast quarter of the southwest quarter of the north half of the southwest quarter of the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 4550 -- 4552 South St. Lawrence Avenue/552 -- 554 East 46th Street, Permanent Tax No. 20-03-417-043).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$829.10 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

205 South Throop Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of John J. Pikarski, Jr., 200 North LaSalle Street, Suite 2300, Chicago, Illinois 60601, to purchase for the sum of \$9,600.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed September 14, 1988, pages 17363 -- 17364 described as follows:

the south 19-1/2 feet of the north 60 feet of Lots 23 and 24 in Block 16 in Canal Trustees' Subdivision of the west half of the west half of the east half of the northwest quarter of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 205 South Throop Street, Permanent Tax No. 17-17-113-003).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$960.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

3034 -- 3040 West Van Buren Street/334 -- 336 South Whipple Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Berlana S. Johnson, 2730 West Monroe Street, Chicago, Illinois 60612, to purchase for the sum of \$10,101.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed June 22, 1988, pages 14577 -- 14578 described as follows:

Lots 25 to 27 in Block 6 in William Hale Thompson's Resubdivision of Block 6 of James Couch's Subdivision of the north half of the south half of the northeast quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois (commonly known as 3034 -- 3040 West Van Buren Street/334 -- 336 South Whipple Street, Permanent Tax No. 16-13-119-038).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,010.10 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

730 North Willard Court.

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

SECTION 1. The City of Chicago hereby accepts the bid of C.O.S. Building Management, 3012 West Belmont Avenue, Chicago, Illinois 60618, to purchase for the sum of \$15,269.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed April 27, 1988, pages 12678 -- 12679 described as follows:

Lot 43 in Block 2 in Taylor's Subdivision of Block 1 in Assessor's Division of the east half of the northwest quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 730 North Willard Court, Permanent Tax No. 17-08-106-030).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,526.90 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

334 -- 336 West 65th Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Greater Mount Vernon Baptist Church, 6430 South Harvard Avenue, Chicago, Illinois 60621, to purchase for the sum of \$1,597.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed June 22, 1988, pages 14565 -- 14566 described as follows:

the west 44 feet 4-1/2 inches of south 50 feet of east 125 feet of Lot 4 in Block 6 in Skinner and Judd's Subdivision in northeast quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 334 -- 336 West 65th Street, Permanent Tax No. 20-21-204-024).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$370.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED VACANT
PROPERTIES UNDER ADJACENT NEIGHBORS LAND
ACQUISITION PROGRAM.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services for an ordinance regarding the acceptance of bids for the Adjacent Neighbor's Program at the following locations:

1445 North Artesian Avenue

1634 South Fairfield Avenue

1839 South Laflin Street

6812 South Peoria Street

4040 West Wilcox Street,

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

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 City of Chicago hereby accepts the bids listed below to purchase city-owned vacant properties under the Adjacent Neighbors Land Acquisition Program which was approved by the City Council in an ordinance on March 6, 1981, as found between pages 584 -- 585 of the Journal of City Council Proceedings and as amended on July 23, 1982, as found between pages 11830 -- 11833 of the Journal of City Council Proceedings and as further amended on January 7, 1983, as found between pages 14803 -- 14805 of the Journal of City Council Proceedings. Said bids and legal descriptions are as follows:

Bidder: Alma Daniel
Address: 1443 North Artesian Avenue
Bid Amount: \$700.00

Real Estate Number: 7535
Address: 1445 North Artesian
Avenue
Index Number: 16-01-215-005

Legal Description

Lot 43 in Block 8 in Winslow, Jacobson and Tallman's Subdivision of the northeast quarter of the northeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1445 North Artesian Avenue, Chicago, Illinois).

Bidder: Sharon and Roger Sturgill
Address: 1630 South Fairfield Avenue
Bid Amount: \$325.00

Real Estate Number: 6639
Address: 1634 South Fairfield
Avenue
Index Number: 16-24-400-033

Legal Description

Lot 34 in Block 1 in McMahan's Subdivision of the west half of the west half of the southeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1634 South Fairfield Avenue, Chicago, Illinois).

Bidder: Paulino and Judy Villarreal
Address: 1837 South Laflin Street
Bid Amount: \$300.00

Real Estate Number: 1989
Address: 1839 South Laflin Street
Index Number: 17-20-310-016

Legal Description

Lot 54 in Samuel Johnston's Subdivision of Block 6 in Johnston & Lee's Subdivision of the southwest quarter (except parts A and B) in the west half of the southwest quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1839 South Laflin Street, Chicago, Illinois).

Bidder: Zooie Ersery
Address: 6814 South Peoria Street
Bid Amount: \$300.00

Real Estate Number: 7710
Address: 6812 South Peoria
Street
Index Number: 20-20-413-028

Legal Description

Lot 5 in Block 4 in Benedict's Subdivision of the northeast quarter of the southeast quarter

of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6812 South Peoria Street, Chicago, Illinois).

Bidder: Ether White
Address: 4042 West Wilcox Street
Bid Amount: \$325.00

Real Estate Number: 1542
Address: 4040 West Wilcox Street
Index Number: 16-15-207-030

Legal Description

Lot 32 in Block 4 in W. M. Derby's Subdivision of the northeast quarter of the northeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4040 West Wilcox Street, Chicago, Illinois).

SECTION 2. That the conveyances of the city-owned properties under the Adjacent Neighbors Land Acquisition Program, are subject to all terms and conditions, covenants and restrictions, contained in the aforementioned enabling ordinance passed by City Council on July 23, 1982 which established said program. Additionally, said conveyances are to be made subject to the additional terms, conditions and restrictions contained in the advertisement announcing said program, the "Instructions to Bidders" and the "Offer to Purchase Real Estate", which were included in the official bid packages distributed to bidders.

SECTION 3. That the city-owned vacant properties to be conveyed are to be sold subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. That the failure of a bidder to comply with the terms, conditions and restrictions contained in the documents referred to in Section 2 of this ordinance may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 5. That the Mayor and City Clerk are authorized to sign and attest quitclaim deeds conveying all interest of the City of Chicago in and to said properties to the above listed bidders.

SECTION 6. That the City Clerk is authorized, upon receipt of written notification from the Department of General Services, Real Estate Division, that the sale of these properties has been completed, to deliver the cashier's checks, certified checks, bank checks and/or money orders of the above listed bidders in the full amount to the City Comptroller, who is authorized to deposit said checks and/or money orders into the appropriate city account.

SECTION 7. That the City Clerk is further authorized and directed to refund the cashier's checks, certified checks, bank checks and/or money orders to the unsuccessful bidders for the purchase of said properties.

SECTION 8. This ordinance shall take effect and be in full force and effect from the date of its passage.

**ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
VACANT PROPERTIES UNDER ADJACENT NEIGHBORS
LAND ACQUISITION PROGRAM.**

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services for an ordinance regarding the acceptance of bids for the Adjacent Neighbor's Program at the following locations:

1302 North Claremont Avenue	1738 North St. Louis Avenue
1232 North Greenview Avenue	4559 South Wallace Street
1825 West Iowa Street	1740 West Washburne Avenue
354 East Kensington Avenue	7045 South Yale Avenue
440 North Lavergne Avenue	1848 West 13th Street,
842 North Monticello Avenue	

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

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 City of Chicago hereby accepts the bids listed below to purchase city-owned vacant properties under the Adjacent Neighbors Land Acquisition Program which was approved by the City Council in an ordinance on March 6, 1981, as found between pages 584 -- 585 of the Journal of City Council Proceedings and as amended on July 23, 1982, as found between pages 11830 -- 11833 of the Journal of City Council Proceedings and as further amended on January 7, 1983, as found between pages 14803 -- 14805 of the Journal of City Council Proceedings. Said bids and legal descriptions are as follows:

Bidder: Eula Jefferson
Address: 1304 North Claremont
Avenue
Bid Amount: \$300.00

Real Estate Number: 2759
Address: 1302 North Claremont
Avenue
Index Number: 17-06-114-048

Legal Description

The north 21.33 feet of Lot 24 in Watson's Subdivision of Block 12 in Watson Tower and Davis Subdivision of the west half of the northwest quarter of Section 6, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois

Also

The north 2.67 feet of a consolidation known as Lot "A" consisting of the south 2.67 feet of Lot 24 and all of Lot 25 in Watson's Subdivision of Block 12 in Watson, Tower and Davis Subdivision of the west half of the northwest quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded August 20, 1915 as Document No. 5695928 in Cook County, Illinois (commonly known as 1302 North Claremont Avenue, Chicago, Illinois).

Bidder: James A. Burlinski
Address: 1236 North Greenview
Avenue
Bid Amount: \$300.00

Real Estate Number: 7413
Address: 1232 North Greenview
Avenue
Index Number: 17-05-116-082

Legal Description

Lot 12 in Block 12 in Canal Trustee's Subdivision of the west half of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1232 North Greenview Avenue, Chicago, Illinois).

Bidder: Glen E. Parisian
Address: 1827 West Iowa Street
Bid Amount: \$305.00

Real Estate Number: 5443
Address: 1825 West Iowa Street
Index Number: 17-06-435-018

Legal Description

Lot 42 in Culbertson's Subdivision of the north half of Block 8 in Cochran & Other's Subdivision of the west half of the southeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1825 West Iowa Street, Chicago, Illinois).

Bidder: Ruby and Richard Slider
Address: 362 East Kensington
Avenue
Bid Amount: \$300.00

Real Estate Number: 7393
Address: 354 East Kensington
Avenue
Index Number: 25-22-303-055

Legal Description

Lot 16 in Block 4 in Kensington Subdivision of the southwest quarter of Section 22, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 354 East Kensington Avenue, Chicago, Illinois).

Bidder: Arthur and Ida Dillon
Address: 436 North Lavergne
Avenue
Bid Amount: \$300.00

Real Estate Number: 3173
Address: 440 North Lavergne
Avenue
Index Number: 16-09-227-019

Legal Description

Lot 3 in Block 4 in L. B. Simm's Subdivision of the south half of the east half of the west half of the northeast quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 440 North Lavergne Avenue, Chicago, Illinois).

Bidder: Sam H. and Earnestine Wolf
Address: 840 North Monticello
Avenue
Bid Amount: \$300.00

Real Estate Number: 5149
Address: 842 North Monticello
Avenue
Index Number: 16-02-331-024

Legal Description

Lot 7 in Block 7 in Diven's Subdivision of the southeast quarter of the southwest quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 842 North Monticello Avenue, Chicago, Illinois).

Bidder: Roman W. Stefanski
Address: 1734 North St. Louis
Avenue
Bid Amount: \$300.00

Real Estate Number: 8383
Address: 1738 North St. Louis
Avenue
Index Number: 13-35-413-026

Legal Description

Lot 9 in Augur's Resubdivision of Block 17 in East Simon Subdivision of the southeast quarter of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1738 North St. Louis Avenue, Chicago, Illinois).

Bidder: Francis and Dolores
Iglinski
Address: 4557 South Wallace Street
Bid Amount: \$300.00

Real Estate Number: 8167
Address: 4559 South Wallace
Street
Index Number: 20-04-324-011

Legal Description

Lot 20 (except the north 20 feet thereof) in Block 3 in Backer's Subdivision of the east half of the north of the south half of the southwest quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4559 South Wallace Street, Chicago, Illinois).

Bidder: Lena Williamson Stevinson
and Cleveland Allen
Address: 1742 West Washburne
Avenue
Bid Amount: \$300.00

Real Estate Number: 981
Address: 1740 West Washburne
Avenue
Index Number: 17-19-202-029

Legal Description

Lot 34 in Block 2 in Carter H. Harrison's Subdivision of Blocks 1 and 2 in subdivision of Section 19, Township 39 North, Range 14, lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1740 West Washburne Avenue, Chicago, Illinois).

Bidder: Willie and Lula Stoval
Address: 7043 South Yale Avenue
Bid Amount: \$300.00

Real Estate Number: 7504
Address: 7045 South Yale Avenue
Index Number: 20-21-422-014

Legal Description

The south 25 feet of the north 75 feet of Lot 8 in Block 14 in Normal School Subdivision of the west half of the southeast quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7045 South Yale Avenue, Chicago, Illinois).

Bidder: Wilman and Ruthie Bridges
Address: 1846 West 13th Street
Bid Amount: \$500.00

Real Estate Number: 1139
Address: 1848 West 13th Street
Index Number: 17-19-205-031

Legal Description

Lot 80 in T. F. Baldwin's Subdivision of Block 3 in Subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1848 West 13th Street, Chicago, Illinois, front and rear).

SECTION 2. That the conveyances of the city-owned properties under the Adjacent Neighbors Land Acquisition Program, are subject to all terms and conditions, covenants

and restrictions, contained in the aforementioned enabling ordinance passed by City Council on July 23, 1982 which established said program. Additionally, said conveyances are to be made subject to the additional terms, conditions and restrictions contained in the advertisement announcing said program, the "Instructions to Bidders" and the "Offer to Purchase Real Estate", which were included in the official bid packages distributed to bidders.

SECTION 3. That the city-owned vacant properties to be conveyed are to be sold subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. That the failure of a bidder to comply with the terms, conditions and restrictions contained in the documents referred to in Section 2 of this ordinance may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 5. That the Mayor and City Clerk are authorized to sign and attest quitclaim deeds conveying all interest of the City of Chicago in and to said properties to the above listed bidders.

SECTION 6. That the City Clerk is authorized, upon receipt of written notification from the Department of General Services, Real Estate Division, that the sale of these properties has been completed, to deliver the cashier's checks, certified checks, bank checks and/or money orders of the above listed bidders in the full amount to the City Comptroller, who is authorized to deposit said checks and/or money orders into the appropriate City account.

SECTION 7. That the City Clerk is further authorized and directed to refund the cashier's checks, certified checks, bank checks and/or money orders to the unsuccessful bidders for the purchase of said properties.

SECTION 8. This ordinance shall take effect and be in full force and effect from the date of its passage.

EXECUTION OF QUITCLAIM DEED WITH CATHOLIC BISHOP
OF CHICAGO FOR PROPERTY AT 211 -- 219
WEST 45TH PLACE.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of Law regarding an ordinance authorizing the execution of a quitclaim deed between the City of Chicago and the Catholic Bishop of

Chicago, 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 unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 Catholic Bishop of Chicago filed a suit to quiet title affecting certain property located at 211 -- 219 West 45th Place in the City of Chicago, said lawsuit captioned as *The Catholic Bishop of Chicago v. Heirs at Law* (84 Ch 9908); and

WHEREAS, The Catholic Bishop named the City as a party defendant in the lawsuit due to the City's interest in the property acquired by virtue of certain tax deeds issued during the years 1903 -- 1908; and

WHEREAS, The City no long desires to maintain any interest in the property; and

WHEREAS, Pursuant to negotiations between the City of Chicago and the Catholic Bishop of Chicago, the Court entered an agreed order on February 24, 1989 dismissing the City as a party defendant; and

WHEREAS, Pursuant to terms of the agreed order, the City shall quitclaim its interest in said property upon the payment by the Catholic Bishop to the City of the sum of Two Hundred and no/100 Dollars (\$200.00); now, therefore,

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

SECTION 1. The Mayor is authorized to execute, and the City Clerk shall attest, the quitclaim deed between the City of Chicago, as grantor, and the Catholic Bishop of Chicago, as grantee. The quitclaim deed shall be in substantial conformity with Exhibit "A" attached hereto and made a part thereof.

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

[Exhibit "A" to this ordinance unavailable
at time of printing.]

ACCEPTANCE OF QUITCLAIM DEED FROM J. L. C. PARTNERSHIP
NECESSARY FOR PUBLIC STREET PURPOSES.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of Public Works regarding an ordinance approving the acceptance by the City of Chicago of a quitclaim deed from J. L. C. Partnership for the property needed in connection with public street purposes, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 accompanying deed to the City of Chicago provides for the conveyance of the east 33 feet of North Narragansett Avenue in connection with the property located at 2001 -- 2059 North Narragansett Avenue; now, therefore,

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

SECTION 1. That the accompanying deed from J.L.C. Partnership to the City of Chicago for public street (North Narragansett Avenue) be accepted by the City of Chicago:

the west 33.0 feet of the southwest quarter of the southwest quarter of the northwest quarter of Section 32, Township 40 North, Range 13, East of the Third Principal Meridian (excepting from said tract the south 50 feet thereof).

SECTION 2. The Department of Public Works, Bureau of Maps and Plats is hereby authorized and directed to file for record in the Office of Recorder of Deeds of Cook County, Illinois, the accompanying deed.

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

[Deed attached to this ordinance printed on page 2687 of this Journal.]

ACQUISITION OF PROPERTY AT 24 EAST 63RD STREET (PARCEL 2)
NECESSARY FOR WIDENING OF 63RD STREET AND
ACCEPTANCE OF DEED OF CONVEYANCE FOR SAME.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

(Continued on page 2688)

GEORGE E. COLE
LEGAL FORMS

NO. 822
February, 1985

QUIT CLAIM DEED
Statutory (ILLINOIS)
(Individual to Individual)

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTOR, JLC PARTNERSHIP, an Illinois partnership

of the City of Chicago County of Cook
State of Illinois for the consideration of
Ten and No/100 ----- DOLLARS, and
other good and valuable consideration hand paid,
CONVEY S and QUIT CLAIMS to CITY OF CHICAGO,
an Illinois municipal corporation,

(The Above Space For Recorder's Use Only)

(NAME AND ADDRESS OF GRANTEE)

all interest in the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

The West 33 feet of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 32, Township 40 North, Range 13, East of the Third Principal Meridian (excepting from said tract the South 50 feet thereof).

For public street (N. Narragansett Ave.)

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s): _____
Address(es) of Real Estate: Vacant strip of land along 2001 N. Narragansett, Chicago, Illinois

DATED this _____ day of April 1989

PLEASE _____ (SEAL) _____ (SEAL)
PRINTOR _____ JLC PARTNERSHIP, an Illinois
TYPE NAME(S) _____ Partnership
BELOW _____ (SEAL) BY: Richard Joseph (SEAL)
SIGNATURE(S) _____ Richard Joseph, Managing Partner

State of Illinois, County of Cook ss. Lawrence K. Joseph, Managing Partner
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard Joseph, and Lawrence K. Joseph, Managing Partners of JLC Partnership, an Illinois partnership personally known to me to be the same person^s whose name^s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

"OFFICIAL SEAL"
CAROL H. IDELER
Notary Public, State of Illinois
My Commission Expires Nov. 8, 1989

Given under my hand and official seal, this _____ day of April 1989

Commission expires Nov 8 1989 Carol H. Ideler
NOTARY PUBLIC

This instrument was prepared by Christine A. Zyzda, 30 N. LaSalle St., Chgo,
(NAME AND ADDRESS) IL. 60602

MAIL TO: { _____ (Name) _____
_____ (Address) _____
_____ (City, State and Zip) _____ }

SEND SUBSEQUENT TAX BILLS TO: _____ (Name) _____
_____ (Address) _____
_____ (City, State and Zip) _____

OR RECORDER'S OFFICE BOX NO _____

AFIX "RIDERS" OR REVENUE STAMPS HERE

(Continued from page 2686)

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of Public Works regarding an ordinance approving the payment of \$1,430.00 to the owner of property which is needed for the widening of 63rd Street (Parcel No. 2), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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, On December 30, 1987, Council Journal pages 9450 -- 9451, the City Council of the City of Chicago ordained that it is useful, desirable and necessary that the City of Chicago acquire for public use right-of-way for the property located at 24 East 63rd Street, legally described on Exhibit A attached hereto, and designated as Parcel No. 2 ("Parcel"); and

WHEREAS, The Commissioner of the Department of Public Works was authorized by the above ordinance to negotiate for the acquisition of the above property; and

WHEREAS, An agreement has been reached with Mr. Gladstone Henry, the beneficiary of Trust Number 1076782, held by the Chicago Title and Trust Company, as Trustee, regarding the sale of the property to the City for the sum of \$1,430.00; and

WHEREAS, Upon payment of the purchase price the owner has agreed to convey to the City fee simple absolute title to the Parcel; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner of the Parcel the sum of \$1,430.00. Payment for the Parcel is to be made from Account No. 311-16265-352.

SECTION 2. The City of Chicago is authorized to accept a deed of conveyance from the owner of the Parcel, subject to the approval of the Corporation Counsel as to form and legality.

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

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

Exhibit "A".

Parcel 2.

That part of the 33-foot strip of land lying south of and adjoining Lot 45 in Nash, Rankin and Grey's Subdivision of the south 27 acres of the southwest quarter of the southwest quarter of Section 15, Township 38 North, Range 14 East of the Third Principal Meridian described as follows; beginning at the intersection of the south line of said 33-foot strip of land and the west line of South Wabash Avenue; thence west along the south line of said 33-foot strip of land a distance of 160.33 feet to its intersection with east line of the west 10 feet of said Lot 45 extended south; thence north along said line a distance of 14.21 feet; thence southeasterly along a straight line, a distance of 160.96 feet to the point of beginning.

ACCEPTANCE OF TEMPORARY GRANT OF EASEMENT OVER
PROPERTY LOCATED AT 6339 SOUTH WENTWORTH
AVENUE (PARCEL 4) NECESSARY TO
FACILITATE CERTAIN STREET
RESURFACING.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of Public Works regarding an ordinance approving the negotiated purchase by the Department of Public Works of a temporary grant of easement over the property located at 6339 South Wentworth Avenue, legally described as Parcel No. 4, for the sum of \$90.00, 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 unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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, On December 30, 1987, Council Journal pages 9450 -- 9451, the City Council of the City of Chicago ordained that it is useful, desirable and necessary that the City of Chicago acquire for public use a temporary easement over the property located at 6339 South Wentworth Avenue, legally described on Exhibit A attached hereto, and designated as Parcel No. 4 ("Parcel"); and

WHEREAS, The Commissioner of the Department of Public Works was authorized by the above ordinance to negotiate for the temporary easement over the above property; and

WHEREAS, An agreement has been reached with the beneficiary of Trust Number 11125, held at the Chicago City Bank, 815 West 63rd Street, as Trustee, regarding the ninety (90) day grant of the temporary easement to the City for the sum of \$90.00; and

WHEREAS, Upon payment of the purchase price the owner has agreed to convey to the city a grant of easement over the Parcel; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner of the Parcel the sum of \$90.00. Payment for the grant of easement is to be made from Account No. 311-16265-352.

SECTION 2. The City of Chicago is authorized to accept a grant of easement from the owner of the Parcel, subject to the approval of the Corporation Counsel as to form and legality.

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

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

Exhibit "A".

Parcel 4.

That part of Lot 2 in Owner's Resubdivision of part of Lot 1 in Block 2 in Skinner and Judd's Subdivision of the northeast quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian beginning at the intersection of the southerly line of West 63rd Street, as widened and a line 3.70 feet west of and parallel with the east line of Lot 2; thence south along said parallel line, a distance of 19.64 feet; thence west along a line drawn perpendicularly to said parallel line a distance of 45.00 feet; thence north parallel to the east line of said Lot 2, a distance of 15.23 feet to the southerly line of West 63rd Street, as widened; thence easterly along said southerly line of West 63rd Street to the point of beginning, being a part of the property commonly known as 6339 South Wentworth Avenue.

ACCEPTANCE OF SIX MONTH GRANT OF EASEMENT OVER
PROPERTY LOCATED AT 107 WEST 63RD STREET
(PARCEL 5) NECESSARY FOR STREET
IMPROVEMENTS.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of Public Works regarding an ordinance authorizing the Commissioner of Public Works to negotiate for a temporary easement located at 107 West 63rd Street legally described as Parcel No. 5 for the sum of \$54.00, 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 unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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, On December 30, 1987, Council Journal pages 9450 -- 9451, the City Council of the City of Chicago ordained that it is useful, desirable and necessary that the City of Chicago acquire for public use a six month easement over the property located at 107 West 63rd Street, legally described on Exhibit A attached hereto, and designated as Parcel No. 5 ("Parcel"); and

WHEREAS, The Commissioner of the Department of Public Works was authorized by the above ordinance to negotiate for the six month easement over the above property; and

WHEREAS, An agreement has been reached with the Chicago Pacific Corporation, 200 South Michigan Avenue, Chicago, Illinois as owner of the property, regarding the grant of the six month easement to the City for the sum of \$54.00; and

WHEREAS, Upon payment of the purchase price the owner has agreed to convey to the City a grant of easement over the Parcel; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner of the Parcel the sum of \$54.00. Payment for the grant of easement is to be made from Account No. 311-16265-352.

SECTION 2. The City of Chicago is authorized to accept a grant of easement from the owner of the Parcel, subject to the approval of the Corporation Counsel as to form and legality.

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

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

Exhibit "A".

Parcel 5.

That part of the northeasterly quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian described as follows: beginning at a point on the south line of West 63rd Street, 630 feet more or less west of the west line of South State Street; thence south parallel to the west line of South State Street, a distance of 15 feet more or less; thence west parallel to south line of West 63rd Street, a distance of 35 feet more or less; thence north parallel to west line of South State Street a distance of 15 feet more or less to the south line of West 63rd Street; thence east along said south line to the point of beginning.

ACQUISITION OF PROPERTY AT 6257 -- 6259 SOUTH STATE
STREET (PARCELS 1A AND 1B) NECESSARY
FOR PUBLIC STREET PURPOSES.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of Public Works regarding an ordinance approving the negotiated price with Mr. James Fleming, 6751 South Constance Avenue for \$7,850.00 regarding Parcels No. 1A and 1B, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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, On May 25, 1988, Council Journal page 13575, the City Council of the City of Chicago ordained that it is useful, desirable and necessary that the City of Chicago acquire for public use a right-of-way for the property located at 6257 -- 6259 South State Street, legally described on Exhibit A attached hereto, and designated as Parcels No. 1A and 1B ("Parcel"); and

WHEREAS, The Commissioner of the Department of Public Works was authorized by the above ordinance to negotiate for the acquisition of the above property; and

WHEREAS, An agreement has been reached with Mr. James Fleming, 6751 South Constance Avenue, Chicago, the owner of the Parcel, regarding the sale of the property to the City for the sum of \$7,850.00; and

WHEREAS, Upon payment of the purchase price the owner has agreed to convey to the City fee simple absolute title to the Parcel; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner of the Parcel the sum of \$7,850.00. Payment for the Parcel is to be made from Account No. 311-16265-352.

SECTION 2. The City of Chicago is authorized to accept a deed of conveyance from the owner of the Parcel, subject to the approval of the Corporation Counsel as to form and legality.

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

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

Exhibit "A".

Parcels 1A And 1B.

Lot 46 (except the east 45 feet) and (except the west 17 feet taken for widening of South State Street) and (except the north 82 feet) in Nash, Rankin and Grey's Subdivision of the south 27 acres of the southwest quarter of the southwest quarter of Section 15, Township 38 North, Range 14, East of the Third Principal Meridian, together with all of the 33-foot strip of land lying south of said Lot 46 and lying west of the east 45 feet of Lot 46 and lying east of the east line of South State Street as widened.

ACQUISITION OF PROPERTY AT 14 EAST 63RD
STREET (PARCEL 1C) NECESSARY FOR
PUBLIC STREET PURPOSES.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of Public Works regarding an ordinance approving the negotiated price with Metro Media, Incorporated, regarding the sale of property to the city for the sum of \$900.00, 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 unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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, On December 30, 1987, the City Council of the City of Chicago ordained that it is useful, desirable and necessary that the City of Chicago acquire for public use a right-of-way for the property located at 14 East 63rd Street, and designated as Parcel No. 1C, Council Journal of Proceedings pages 9450 -- 9451; and

WHEREAS, The Commissioner of the Department of Public Works was authorized by the above ordinance to negotiate for the acquisition of Parcel 1C; and

WHEREAS, An agreement has been reached with the owner of the property, Metro Media, Incorporated, regarding the sale of the property to the City for the sum of \$900.00; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay \$900.00 to the owner of the Parcel 1C, legally described on Exhibit "A" attached hereto, in exchange for title in fee simple to Parcel 1C. Payment is to be made from Account No. 311-16265-352.

SECTION 2. The City of Chicago is authorized to accept a warranty deed to Parcel 1C from the owner thereof, subject to the approval of the Corporation Counsel.

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

[Exhibit "A" attached to this ordinance printed on pages 2698 through 2699 of this Journal.]

EXECUTION OF LEASE AGREEMENT AT 2205 WEST BELMONT AVENUE FOR CHICAGO PUBLIC LIBRARY.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a lease at 2205 West Belmont Avenue, Chicago Public Library, Lease No. 14089, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

(Continued on page 2700)

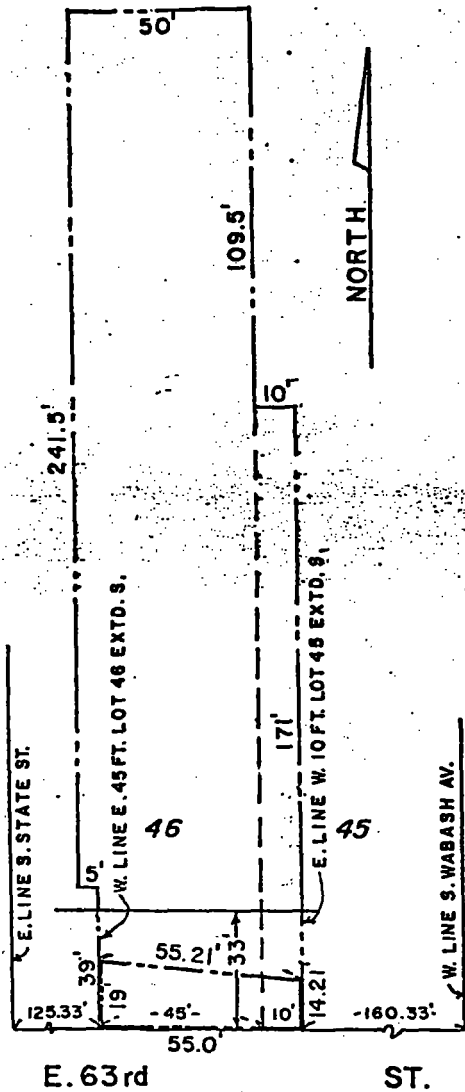
Exhibit "A"
(page 1 of 2)

Parcel 1C.

That part of the 33-foot strip of land lying south of and adjoining Lots 45 and 46 in Nash, Rankin and Grey's Subdivision of the south 27 acres of the southwest quarter of the southwest quarter of Section 15, Township 38 North, Range 14 East of the Third Principal Meridian described as follows: beginning at the intersection of the east line of the west 10 feet of Lot 45 extended south and the south line of said 33-foot strip of land; thence west along said south line, a distance of 55 feet to its intersection with the west line of the east 45 feet of Lot 46 extended south; thence north along said west line a distance of 19.00 feet; thence southeasterly along a straight line a distance of 55.21 feet to the east line of the west 10 feet of Lot 45 extended south; thence south along said east line a distance 14.21 feet to the point of beginning, being a part of the property commonly known as 14 East 63rd Street.

Exhibit "A"
(page 2 of 2)

Part of a 33 ft. strip of land lying S. & adj. Lots 45 & 46
Nash, Rankin & Gray's Sub. of the S.27 acres of the S.W. 1/4
of the S.W.1/4 of Sec. 15, T. 38N., R.14 E. of the 3rd P.M.



Total Area	15,540.0± Sq. Ft.
Area to be Acquired	913.3± Sq. Ft.
Area Remainder	14,626.7± Sq. Ft.

Title Holder:
Metro Media, Inc.
4000 S. Morgan St.
Chicago, Illinois 60609

63rd STREET IMPROVEMENT
PARCEL IC

(Continued from page 2697)

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from James Levatino, as Lessor, for approximately 1,056 square feet of space for use by the Chicago Public Library, as Lessee, located at 2205 West Belmont Avenue, such lease to be approved by the Commissioner and the President of the Chicago Public Library and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 2701 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the

(Continued on page 2702)

LEASE-Short Form Lease No. 14089 Form C. O. No. 1A City of Chicago

This Agreement, Made this _____ day of _____

A. D. 1989, between James Levatino (Sole Owner), _____

as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 1,056 square feet of ground floor office space located at 2205 W. Belmont Avenue for use by the Chicago Public Library.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1989, and ending on the 31st day of December A. D. 1990. Lessee has the right to terminate this lease upon ninety (90) days prior written notice anytime after execution of lessee.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at James Levatino, c/o F. Levatino & Son, 2158 W. Barry, Chicago, IL 60618, or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____ Assistant Corporation Counsel, Asset Manager, _____ Real Estate Agent

By: _____ Commissioner, Chicago Public Library

By: _____ President, Chicago Public Library

By: James Levatino (Sole Owner)

By: _____ Commissioner of General Services

(Continued from page 2700)

Lessee at the premises and, in addition, to the Supervisor of Leasing, Real Estate, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy to the Lessor as follows: James Levatino, c/o F. Levatino & Son, 2158 West Barry Avenue, Chicago, Illinois 60618.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of lease at rate of:

Five Hundred Seventy-five and no/100 Dollars (\$575.00) per month for the period beginning on the 1st day of January, 1989 and ending on the 31st day of December, 1989;

Six Hundred Fifteen and no/100 Dollars (\$615.00) per month for the period beginning on the 1st day of January, 1990 and ending on the 31st day of December, 1990.

Rent is payable in advance on the first day of each month by the Office of the City Comptroller to James Levatino, c/o F. Levatino & Son, 2158 West Barry Avenue, Chicago, Illinois 60618.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide heat daily from 8:00 A.M. to 9:00 P.M. (Saturdays -- 8:00 A.M. to 6:00 P.M.) and Sundays and holidays whenever heat shall be necessary for comfortable occupancy of the demised premises. Maintain plant and equipment in good operable condition.

Provide and pay for domestic water and maintain plumbing in good operable condition.

Provide and pay for exterminator service.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Provide, pay for and maintain at all times public liability insurance of \$1,000,000.00 combined single limit with the City to receive a certificate of insurance, which certificate shall, if permitted by the insurer, evidence the insurer's waiver of subrogation for said insurance coverage prior to lease execution and naming the City as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice immediately and in no event more than fifteen (15) days after receipt thereof.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Comply at all times with applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the demised premises.

Pay for any asbestos testing or removal from demised premises.

Shall furnish screens for all windows and doors and maintain same.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Lessee under this lease shall:

Pay for electricity as metered within demised premises, including electricity for air-conditioning and maintain electrical fixtures in demised premises.

Provide decorating when necessary to be determined by Lessee.

Pay for heat and hot water.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence of Lessor.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Repair any electrical wiring or fixtures that have been installed by Lessee.
Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hinderance by, from and or through Lessor, its successors or assigns.

Agree that when possession is surrendered, demised premises will be restored to its original condition, normal wear and tear excluded.

Additional clauses to be included in lease:

- R-1 In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease, or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.
- R-2 Use of Premises. Lessee shall use and occupy the premises for the use of a library and for no other use or purpose.
- R-3 Rules and Regulations. Lessee agrees to observe the reservations to Lessor contained in paragraph R-4 hereof and agrees, for itself, its employees and agents, to comply with the rules and regulations as shall be adopted by the Lessor pursuant to paragraph R-4 of this lease.
- R-4 Rights Reserved to Lessor. Lessor reserves the following rights, exercisable without notice and without liability to Lessor, unless otherwise specified herein, for damage or injury to property, person or business and without effecting an eviction or disturbance of Lessee's use or possession or giving rise to any claim for set-off or abatement of rent or affecting any of Lessee's obligations under this lease:
- A. To install and maintain signs on the exterior and interior of the building.
 - B. To prescribe the location and style of the suite number and the location of the identification sign or lettering for the premises occupied by the Lessee.

- C. To enter the premises at reasonable hours for reasonable purposes, including inspection and supplying janitor service or other services to be provided to Lessee hereunder.
 - D. In case of fire, invasion, insurrection, mob, riot, civil disorder, or other commotion, or threat thereof, Lessor reserves the right to reasonably limit or prevent access to the building during the continuance of the same, or otherwise take such action or preventive measures deemed necessary by Lessor for the safety of the tenants or other occupants of the building or the protection of the building and the property of the building. Lessee agrees to cooperate in any reasonable safety program developed by Lessor.
 - E. From time to time to make and adopt such reasonable rules and regulations for the protection and welfare of the building and its Lessees and occupants, as the Lessor may determine and the Lessee agrees to abide by all such rules and regulations, if not deemed unreasonable for the operation of their business.
- R-5 Cancellation Option. Lessor reserves the right to terminate this lease with ninety (90) days prior written notice during the term of this lease anytime from execution of lease.
- R-6 Miscellaneous.
- A. Each provision of this lease shall extend to and shall bind and inure to the benefit not only of Lessor and Lessee, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of this lease.
 - B. If any provision of this lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this lease shall not be affected thereby.
 - C. In the event of any inconsistency between the terms of the rider and the terms of the form lease to which this rider is annexed, it is hereby agreed by and between the parties hereto, that the terms of the rider shall prevail.

Action Deferred -- APPOINTMENT OF VARIOUS INDIVIDUALS
AS COMMISSIONERS OF NORTHWEST DISTRICT
HOME EQUITY PROGRAM.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report which was, on motion of Alderman Rush and Alderman Tillman, *Deferred* and ordered published:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, having had under consideration a communication signed by Mayor Richard M. Daley to appoint to the Northwest District Home Equity Program:

For terms expiring June 28, 1990:

Kate C. Ficke
David Creason
Thomas M. Ryan

For terms expiring June 28, 1991:

Alvin J. Robinson
Aida Rizo
Alderman William J. P. Banks

For terms expiring June 28, 1992:

Chester R. Wiktorski, Jr.
Gregory J. Ramel, Sr.
Reverend Arthur F. Krueger

we recommend that Your Honorable Body approve the said appointments. This recommendation was concurred in unanimously by members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

Action Deferred -- APPOINTMENT OF VARIOUS INDIVIDUALS
AS COMMISSIONERS OF SOUTHWEST DISTRICT
HOME EQUITY PROGRAM.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report which was, on motion of Alderman Caldwell and Alderman Carter, *Deferred* and ordered published:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, having had under consideration a communication signed by Mayor Richard M. Daley to appoint to the Southwest District Home Equity Program:

For terms expiring June 28, 1990:

Frank J. Muriello
Marion Munnich
Joaquin Varela

For terms expiring June 28, 1991:

Joseph Lara
Frank Coleman
Armon R. Schmidt

For terms expiring June 28, 1992:

John P. McGury
Daniel B. Malone
Matthew T. Rooney

we recommend that Your Honorable Body approve the said appointments. This recommendation was concurred in unanimously by members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

Action Deferred -- ACCEPTANCE OF BID FOR PURCHASE
OF CITY-OWNED VACANT PROPERTY AT 2813
WEST WARREN BOULEVARD UNDER
ADJACENT NEIGHBORS LAND
ACQUISITION PROGRAM.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report which was, on motion of Alderman Gutierrez and Alderman Banks, *Deferred* and ordered published:

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services for an ordinance regarding the acceptance of a bid for the Adjacent Neighbor's Program at 2813 West Warren 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 unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
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 City of Chicago hereby accepts the bid listed below to purchase city-owned vacant property under the Adjacent Neighbors Land Acquisition Program which was approved by the City Council in an ordinance on March 6, 1981, as found between pages 584 -- 585 of the Journal of City Council Proceedings and as amended on July 23, 1982, as found between pages 11830 -- 11833 of the Journal of City Council Proceedings and as further amended on January 7, 1983, as found between pages 14803 -- 14805 of the Journal of City Council Proceedings. Said bid and legal description are as follows:

Bidder: Mary E. Dale
Address: 2811 West Warren Boulevard
Bid Amount: \$401.00

Real Estate Number: 4157
Address: 2813 West Warren
Boulevard
Index Number: 16-12-331-022

Legal Description

The east 24.62 feet of Lot 6 in Block 2 in subdivision of Block 28 in Lee & Other's Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2813 West Warren Boulevard, Chicago, Illinois).

SECTION 2. That the conveyance of the city-owned property under the Adjacent Neighbors Land Acquisition Program, is subject to all terms and conditions, covenants and restrictions, contained in the aforementioned enabling ordinance passed by the City Council on July 23 1982 which established said program. Additionally, said conveyance is to be made subject to the additional terms, conditions and restrictions contained in the advertisement announcing said program, the "Instructions to Bidders" and the "Offer to Purchase Real Estate", which were included in the official bid packages distributed to bidders.

SECTION 3. That the city-owned vacant property to be conveyed is to be sold subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. That the failure of a bidder to comply with terms, conditions and restrictions contained in the documents referred to in Section 2 of this ordinance may result in the city taking appropriate legal action as determined by the Corporation Counsel.

SECTION 5. That the Mayor and City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to the above listed bidder.

SECTION 6. That the City Clerk is authorized, upon receipt of written notification from the Department of General Services, Real Estate Division, that the sale of this property has been completed, to deliver the cashier's check, certified check, bank check and/or money order of the above listed bidder in the full amount to the City Comptroller, who is authorized to deposit said check and/or money order into the appropriate city account.

SECTION 7. That the City Clerk is further authorized and directed to refund the cashier's checks, certified checks, bank checks and/or money orders to the unsuccessful bidders for the purchase of said property.

SECTION 8. This ordinance shall take effect and be in full force and effect from the date of its passage.

COMMITTEE ON LICENSE.

AMENDMENT OF MUNICIPAL CODE CHAPTER 147 BY
ADDING NEW SECTION 147-10.1 TO REQUIRE
POSTING OF CERTAIN WARNING SIGNS
IN LIQUOR ESTABLISHMENTS.

The Committee on License submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on License took under consideration an ordinance authorizing the amendment of Chapter 147 of the Municipal Code of the City of Chicago by adding a new Section 147-10.1 requiring warning signs in liquor establishments. This matter was presented to the committee on June 22, 1989 and considered by the committee on June 22, 1989 and the Committee on License, having had the same under advisement, begs leave to report and recommend that Your Honorable Body do *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM C. HENRY,
Chairman.

Aldermen O'Connor and Burke moved to amend the said proposed ordinance transmitted with the foregoing committee report by inserting within Section 2 revised and expanded language to be posted on warning signs and by allowing satisfaction of the ordinance if identical warning signs are required and posted under state statute or county ordinance. The motion to amend *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderman Henry, the said proposed ordinance, as amended, was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. The Chicago Municipal Code, Section 147 is hereby amended by adding thereto, in the proper numerical sequence, a new Section 147-10.1 to follow Section 147-10 as follows:

147-10.1 As used in this section:

The term "alcoholic beverage" means and includes alcohol, spirits, liquor, wine and beer.

The term "vendor" means any person who owns or operates a business establishment such as a bar or restaurant, which sells at retail any alcoholic beverages for on-premises consumption; and any person who owns or operates a liquor store, or any other business establishment which has as its primary purpose, the retail sale of alcoholic beverages.

SECTION 2. All vendors of alcoholic beverages shall have posted, in a conspicuous place, a sign which clearly reads, "Warning: According to the Surgeon General, women

should not drink alcoholic beverages during pregnancy because of the risk of birth defects. Consumption of alcoholic beverages impairs your ability to drive a car or operate machinery, and may cause health problems".

SECTION 3. The Department of Inspectional Services shall make such warning signs available to vendors of alcoholic beverages, and shall promulgate regulations with respect to the posting of said signs. A fee may be charged by the Department to cover printing, postage and handling expenses.

SECTION 4. Any violation of the provisions of this section or any of the regulations promulgated hereunder, shall be subject to a fine of not less than Fifty Dollars and not more than Two Hundred Dollars for each offense and every day on which such violation continues shall be regarded as constituting a separate offense.

SECTION 5. Posting of the warning sign in compliance with this ordinance shall be deemed satisfied if an identical sign is required and posted under a state statute or county ordinance.

SECTION 6. This ordinance shall be in force and effect August 1, 1989.

AMENDMENT OF MUNICIPAL CODE CHAPTER 157.1 BY
EXTENDING SELLING SEASON FOR
NAVY PIER VENDORS.

The Committee on License submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on License took under consideration a communication recommending an ordinance authorizing the amendment of Section 157.1-7 of the Municipal Code of the City of Chicago by authorizing the expansion of the selling season for Navy Pier vendors. This matter was presented to the committee on June 22, 1989 and considered by the committee on June 22, 1989, and the Committee on License, having had the same under advisement, begs leave to report and recommend that Your Honorable Body do *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM C. HENRY,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. Section 157.1-7 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and adding the language in italics as follows:

157.1-7. Licenses shall be awarded for the period [of June 1,] *from the Saturday immediately preceding the federally designated Memorial Day holiday* through September 30 of each year.

SECTION 2. This ordinance takes effect upon its passage and publication.

AMENDMENT OF MUNICIPAL CODE CHAPTER 173 BY
REGULATING LICENSE FEES FOR SPECIAL
POLICE EMPLOYED BY DEPARTMENT
OF AVIATION.

The Committee on License submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on License took under consideration a communication recommending an ordinance authorizing the amendment of Chapter 173 of the Municipal Code of the City of Chicago and authorizing the regulating of license fees for special policemen employed by the Department of Aviation. This matter was presented to the committee on June 22, 1989 and considered by the committee on June 22, 1989 and the Committee on License, having had the same under advisement, begs leave to report and recommend that Your Honorable Body do *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM C. HENRY,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. Section 173-6 of the Municipal Code of Chicago is hereby amended by adding the language in italics as follows:

173-6. Every special policeman required to be licensed, *other than a special policeman employed by the Department of Aviation*, shall pay an annual license fee of One Hundred Dollars, except that special policemen employed by charitable, religious, educational or other institutions not carried on for private gain or profit shall by specific ordinance pay an annual license fee of Ten Dollars.

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

Action Deferred -- AMENDMENT OF MUNICIPAL CODE
CHAPTER 160 BY ADDITION OF NEW CLASS IV
TO CURRENT PEDDLER CLASSIFICATION.

The Committee on License submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on License took under consideration an ordinance authorizing the amendment of Chapter 160 of the Municipal Code of the City of Chicago authorizing the addition of a new Class IV to the Peddler Classification. This matter was presented to the committee on June 22, 1989 and considered by the committee on June 22, 1989 and the Committee on License, having had the same under advisement, begs leave to report and recommend that Your Honorable Body do pass the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM C. HENRY,
Chairman.

Alderman Rush moved to re-refer to the Committee on License the said proposed substitute ordinance transmitted with the foregoing committee report.

Alderman Hansen moved to *Lay on the Table* Alderman Rush's motion to re-refer. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Bloom, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Gutierrez, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Stone -- 30.

Nays -- Aldermen Rush, Tillman, T. Evans, Steele, Beavers, Caldwell, Shaw, Carter, Langford, Streeter, Jones, J. Evans, Henry, Butler, E. Smith, Davis, Giles -- 17.

Alderman Hansen and Alderman Shiller next moved to *Amend* the said proposed substitute ordinance transmitted with the foregoing committee report by deleting the reference to stadiums with legal occupancy of over 15,000 people and inserting in lieu thereof reference to Wrigley Field. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Keillam, Sheahan, Jones, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, M. Smith, Stone -- 41.

Nays -- Aldermen Steele, Langford, Henry, Figueroa, Natarus -- 5.

Thereupon, on motion of Alderman Rush and Alderman Tillman, the said proposed substitute ordinance, as amended, was *Deferred* and ordered published.

The said proposed substitute ordinance, as amended, reads as follows:

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

SECTION 1. Chapter 160, Section 160-2 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

160-2. For the purpose of this chapter peddlers are divided into three classes as follows:

* * * * *

Class IV. Pack or basket peddlers in proximity to stadium facilities. This class shall include peddlers selling and delivering only from packs, baskets or similar containers, operating in accordance with Section 160-12.1.

SECTION 2. Chapter 160, Section 160-4 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

160-4. Every individual who desires a license as a peddler shall make application therefor in conformity with the general requirements of this code relating to

applications for licenses and shall state [whether the applicant desires to be licensed as a Class I, Class II, or Class III peddler] *the class of license sought*. Such application shall also state in what commodity or article of merchandise such peddler desires or intends to deal.

SECTION 3. Chapter 160, Section 160-6 of the Municipal Code of Chicago is hereby amended by inserting the language in italics as follows:

160-6. The annual fee for a Class I peddler's license shall be Fifty Dollars for each vehicle.

The annual fee for a Class II peddler's license shall be Thirty Dollars.

The annual fee for a Class III peddler's license shall be Twenty-four Dollars for each vehicle.

The annual license fee for a Class IV peddler's license shall be Thirty Dollars.

SECTION 4. Chapter 160, Section 160-7 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

160-7. Peddler's licenses under Class [I and] *I*, Class II *and Class IV* as defined in this chapter shall be issued for semi-annual periods beginning on the first days of January and July of each *year*; [year, and no such license shall be issued except for the full license period and for the full license fee;] provided, however, that licenses to peddle oil and other flammable liquids from a vehicle under Class I shall be issued for an annual period beginning on the first day of January of each year.

Peddler's licenses under Class III as defined in this chapter shall be issued for an annual period beginning on the first day of January of each year.

No license shall be issued under this chapter except for the full license period and the full license fee.

SECTION 5. Chapter 160, Section 160-12 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

160-12. No one shall peddle any article or thing anywhere in the city on Sunday, or in any public alley on any day in the week between the hours of 5:00 P.M. and 7:00 A.M., under a penalty of not less than [five dollars] \$5 and not more than [fifty dollars] \$50 for each offense. *The provisions of this section shall not apply to a person licensed as a Class IV peddler operating in accordance with Section 160-12.1.*

SECTION 6. Chapter 160 of the Municipal Code of Chicago is hereby amended by inserting in proper numerical sequence a new Section 160-12.1, as follows:

160-12.1. Notwithstanding the limitations of Section 160-12, a person licensed as a Class IV peddler may peddle merchandise within 1,000 feet of Wrigley Field, on a day when a sporting event or other event is presented in the stadium. Peddling under this section may begin no earlier than _____ hours before the event, and must end no later than _____ hours after the event. A peddler within Class IV shall be mobile, and no Class IV peddler shall set up tables, stands or other structures, or obstruct or block the public way with his wares or merchandise.

SECTION 7. Chapter 160, Section 160-13 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

160-13. No one having a peddler's license shall peddle any merchandise or any other article or thing whatsoever, at any time, within districts which have been or shall be hereafter designated by the City Council. *No person other than a licensed Class IV peddler shall peddle any merchandise within 1,000 feet of Wrigley Field.* Any person who shall be found in violation of this section shall be fined not less than [two hundred dollars (\$200.00)] *\$200* nor more than [five hundred dollars (\$500.00)] *\$500* for each offense, and each day such violation shall continue shall be deemed a distinct and separate offense.

SECTION 8. This ordinance shall be in full force and effect 30 days after its passage.

**COMMITTEE ON POLICE, FIRE AND
MUNICIPAL INSTITUTIONS.**

Action Deferred -- REAPPOINTMENT OF MR. JAMES LOWRY
AS MEMBER OF BOARD OF DIRECTORS OF CHICAGO
PUBLIC LIBRARY.

The Committee on Police, Fire and Municipal Institutions submitted the following report which was, on motion of Alderman Burke and Alderman Kellam, *Deferred* and ordered published:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, meeting held on June 21, 1989, having had under consideration a communication reappointing James Lowry as a member of the Board of Directors of the Chicago Public Library (which was referred on February 16, 1989) begs leave to recommend that Your Honorable Body approve said reappointment, which is transmitted herewith.

This recommendation was concurred in by fourteen (14) members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

Action Deferred -- REAPPOINTMENT OF MS. MARIAN F. PRITZKER
AS MEMBER OF BOARD OF DIRECTORS OF
CHICAGO PUBLIC LIBRARY.

The Committee on Police, Fire and Municipal Institutions submitted the following report which was, on motion of Alderman Burke and Alderman Kellam, *Deferred* and ordered published:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, meeting held on June 21, 1989, having had under consideration a communication reappointing Marian F. Pritzker as a member of the Board of Directors of the Chicago Public Library (which was referred on February 16, 1989) begs leave to recommend that Your Honorable Body approve the said reappointment, which is transmitted herewith.

This recommendation was concurred in by fourteen (14) members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

**COMMITTEE ON SPECIAL EVENTS
AND CULTURAL AFFAIRS.**

**APPROVAL OF LEASE AGREEMENTS WITH VARIOUS PROMOTERS/
PRESENTERS FOR ETHNIC FESTIVALS TO BE
HELD AT NAVY PIER.**

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, June 26, 1989.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration a communication to consider leases for the following events to be held in the year 1989: Irish Festival, Festival Polonaise, Viva Mexico, Pan American Festival, Festa Italiana and Asian Festival, 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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, A series of six ethnic festivals to be conducted at Navy Pier during the summer of 1989 has been proposed; and

WHEREAS, Such festivals create a unique opportunity for the City of Chicago to reflect its ethnic diversity through music, food, arts and crafts, and other entertainment related to various cultures; and

WHEREAS, Such festivals also create unique opportunities to promote tourism in the City of Chicago and to generate 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 above recitals are expressly incorporated in and made a part hereof as though fully set forth herein.

SECTION 2. The Director of the Mayor's Office of Special Events and the Commissioner of General Services, subject to the approval of the Comptroller and the approval of the Corporation Counsel as to form and legality, are hereby authorized to execute on behalf of the City of Chicago lease agreements to be substantially in the form attached hereto as "Exhibit 1" for the following events to be held on the following dates in 1989:

Irish Festival -- July 7, 8, 9

Festival Polonaise -- July 14, 15, 16

Viva Mexico -- July 21, 22, 23

Pan American Festival -- August 4, 5, 6

Festa Italiana -- August 18, 19, 20

Asian Festival -- September 2, 3, 4

SECTION 3. Any and all rents or other monies as may actually be received as a result of the execution of these lease agreements are hereby appropriated.

SECTION 4. The Comptroller is hereby authorized to disburse as required such funds as may be necessary in connection with the City's performance of its lease obligations.

SECTION 5. The Director of the Mayor's Office of Special Events and the Commissioner of General Services shall be jointly responsible for the implementation and supervision of these lease agreements.

SECTION 6. This ordinance shall be in full force and effect as of the date of its passage.

Exhibit 1 (consisting of six lease agreements) attached to this ordinance reads as follows (the italic headings not being a part of the ordinance):

Exhibit "1".
(1 of 6)

Irish Fest Chicago.

(Irish Fest)

Lease Agreement For Navy Pier.

This Lease Agreement is made as of _____, 1989, by and between the City of Chicago, a municipal corporation and a home rule government under Article VII, Section 6(a), of the 1970 Constitution of the State of Illinois ("City") and Irish Fest Chicago ("Promoter").

Recitals.

Whereas, The Promoter desires the use of certain property, commonly known as Navy Pier and more specifically described on Exhibit "A", which is attached hereto and incorporated hereby (the "Navy Pier"), for the purpose of conducting a festival to be known as Irish Fest ("Festival"); and

Whereas, The Festival creates a unique opportunity for the City to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

Whereas, The Festival further creates unique opportunities to promote tourism in the City and to generate employment opportunities for Chicago residents, both of which are in the public interest;

Now, Therefore, In consideration of the mutual covenants and promises 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 In And Made A Part Of This Lease Agreement As Though Fully Set Forth Herein.

Section 2. Obligations Of The City.

2.01

The City does hereby grant the Promoter the sole and exclusive privilege of occupying and using those designated areas of Navy Pier, more fully described on Exhibit "A", attached hereto, for the period beginning Noon on July 5, 1989, and ending at Midnight on July 11, 1989, inclusive of the time required for necessary cleanup and restoration, in order to conduct its Festival.

2.02

The City shall provide assistance in the pre-production, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City shall also provide the Promoter, at no charge, with a liaison to assist the Promoter in arranging for the necessary City services and permits, subject to such fees as may be set by the various City departments and agencies, including but not limited to license or inspectional fees, and to assist the Promoter in its communications with such City departments and agencies as may become involved in the production of the Festival.

2.03

The City shall make available at no additional charge certain equipment and services as may be necessary to the continued production of the Festival, including a vactor truck, sprinkler fitters, and a maximum number of 200 picnic tables. The City and the Promoter shall jointly inspect the picnic tables before and after the Festival, and the Promoter agrees to restore such tables to a condition no less than that which existed before the Festival. The City shall not collect a security deposit for the picnic tables in consideration of the Promoter's promise to pay promptly any charges for damage to the picnic tables as a result of their use during the Festival.

Section 3. Obligations Of The Promoter.

3.01

The Promoter shall pay the City a fee of \$4,000 for the use of Navy Pier under the term of this lease. One half of the total fee shall be paid no later than seven business days prior to the commencement date of the term of the lease by certified check payable to the "City of Chicago Fund No. 648-38", and the balance of the fee shall be paid in the same manner no later than Noon the day following the opening of the Festival to the public.

3.02

The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as Exhibit "B". The Promoter shall also submit a production plan for the Festival which must be acceptable to the City. The production plan is attached hereto and incorporated hereby as Exhibit "C".

3.03

(a) The Promoter shall observe and comply with the rules and regulations promulgated by the City of Chicago Office of Special Events for the production of the Festival, a copy of which is attached hereto and incorporated hereby as Exhibit "D", and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City of Chicago Department of General Services on the use of Navy Pier, a copy of which is attached hereto and incorporated hereby as Exhibit "E", and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Water Reclamation District of Greater Chicago on the use of Navy Pier, a copy of which is attached hereto and incorporated hereby as Exhibit "F", and shall cooperate with the City in the implementation thereof.

(d) The Promoter shall observe and comply with the rules and regulations promulgated by the City of Chicago Fire Department for the production of the Festival, a copy of which is attached hereto and incorporated hereby as Exhibit "G", and shall cooperate with the City in the implementation thereof.

(e) The Promoter shall observe and comply with the "Guideline for Food Handling at Neighborhood Festivals or Temporary Food Service Events", developed by the City of Chicago Department of Health, a copy of which is attached hereto and incorporated hereby as Exhibit "H," and shall cooperate with the City in the implementation thereof.

3.04

(a) The Promoter agrees that it shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations and Executive Orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, mental or physical handicap, unrelated to ability to perform, or national origin, or otherwise commit an unfair employment practice. Promoter 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, mental or physical handicap, unrelated to ability to perform, 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. Promoter shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Promoter shall incorporate this clause 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 lease agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 30 C.F.R. 12319, as modified by Executive Order 11375 issued October 13, 1967, 32 C.F.R. 14303 and Executive Order 120865 issued October 5, 1978, 43 C.F.R. 46501 and as further amended by Federal Reorganization Plan No. 2 of 1978, Section 102, 43 C.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. Chapter 29, Secs. 17 to 24 inclusive; ordinances passed by the City Council of the City of Chicago, on July 21, 1945, page 3876 of the Journal of Proceedings (Municipal Code of Chicago, Ch. 198.7A), and on December 21, 1988, page 23526 of the Journal of Proceedings; and the provisions of 41 C.F.R. Chapter 60.

(c) The Promoter shall, at its own cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the lease. The Promoter shall execute an anti-apartheid and an anti-collusion certification as described by Chapter 26 of the Municipal Code of the City of Chicago. The Promoter shall further provide the City of Chicago with an economic disclosure statement and a copy of financial statements relating to the Festival.

3.05

The Promoter agrees to indemnify, defend, keep, and save harmless the City of Chicago, its agents, officials, and employees, against all suits or claims of any kind whatsoever arising, directly or indirectly, out of or by reason of this lease agreement, its execution and/or its performance.

3.06

The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable to the City of Chicago Comptroller, Risk Management Office, in the amount of no less than One Million Dollars (\$1,000,000.00), naming the City of Chicago, its officials, employees and agents, as additional insureds. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dramshop insurance, and workers' compensation, naming the City of Chicago, its officials, employees, and agents, as additional insureds. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City of Chicago Comptroller, Risk Management Office, satisfactory evidence of the necessary insurance coverage not later than seven (7) business days prior to the commencement date of the term of the lease. The Promoter shall also require all subcontractors and vendors to present to the City of Chicago Comptroller, Risk Management Office, certificates of insurance in commercially reasonable amounts for all applicable work.

3.07

The Promoter hereby acknowledges that it has inspected Navy Pier and its facilities, that it is satisfied with its physical condition and its suitability for its intended use, and that, subject to any exceptions of which it has given written notice to the City, it accepts Navy Pier and its facilities in the condition existing at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held on Navy Pier and that Navy Pier's general condition may be affected by any festivals preceding its Festival. In the event that Navy Pier should become untenable prior to or during the Festival for any reason, the Promoter agrees to indemnify, defend, keep and save harmless the City of Chicago, its officials, employees and agents, against all liability

for any claims, suits or injuries arising from or as a result of the Festival's partial or complete non-performance.

3.08

The Promoter agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or on Navy Pier without the express written consent of the City of Chicago Department of General Services. The temporary alterations contemplated by the Promoter's production plan attached hereto as Exhibit "C" shall be deemed to be consented to concurrently with the execution of this lease agreement.

3.09

The Promoter shall maintain Navy Pier in a safe, sanitary and sightly condition and good repair. The Promoter agrees that, at its own cost and expense, it shall repair and yield Navy Pier back to the City of Chicago at the conclusion of the Festival in a condition no less than that which existed prior to the Festival.

3.10

The Promoter agrees to keep Navy Pier free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Promoter.

3.11

The City reserves the right to enter the Pier at any time for the purpose of inspecting any facilities and all aspects of the production and operation of the Festival.

3.12

The Promoter agrees that the City of Chicago, its officials, employees, and agents, shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about Navy Pier grounds, nor shall the City, its officials, employees, and agents, be liable for injury to the person of the Promoter, its employees, agents, vendors 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 Navy Pier 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 Promoter. The City of Chicago, its officials, employees and agents, shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.13

The provisions of Executive Order 89-7 of the City of Chicago shall apply to this lease agreement.

3.14

(a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement, or any portion thereof, or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy Navy Pier or any part thereof without the prior written consent of the City.

(b) In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Promoter shall be the joint and several obligation of each such individual or other legal entity.

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of Navy Pier by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as Exhibit "C", solely for those purposes described therein.

3.15

The Promoter 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 Promoter, or as constituting the Promoter or any officer, owner, employee or agent of the Promoter 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.

3.16

This lease agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the Office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by the Promoter or anyone acting on behalf of the Promoter and that if the same be so filed, this lease agreement and each and every provision hereof shall be and become absolutely null and void and the City may declare such filing a breach of this lease agreement, and further the City shall be entitled to payment by the Promoter for any costs the City may incur by reason of such filing or of having to clear title.

3.17

The Promoter acknowledges that it is jointly and severally responsible along with the other Festival promoters to install a six (6) foot high cyclone fence approximately 1,000 feet in length along the south dock of Navy Pier. The installation, type and location of the fence must be acceptable to the City. The Promoter acknowledges that if the fence is not installed twenty-four (24) hours prior to the opening of the first Festival in the 1989 series of ethnic festivals, the City reserves the right to cancel all Festival activity at Navy Pier until the fence is installed to the City's satisfaction. The Promoter acknowledges that upon closing of the last Festival in the 1989 series of ethnic festivals, the removal of the fence shall be within the sole discretion of the Commissioner of General Services and the fence shall remain the property of the City.

Section 4. Events Of Default, Termination Of Agreement And Remedies.

4.01 The following shall constitute events of default:

- (a) Any material misrepresentation made by the Promoter to the City;
- (b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or conditions of this lease agreement, including those set forth in the exhibits attached hereto and made a part hereof; and
- (c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoter.

4.02

The occurrence of any event of default may, at the sole option of the City, work a forfeiture of this lease agreement and all of the rights of the Promoter hereunder and, thereupon, the City, its agents and/or attorneys, shall have the right to enter Navy Pier and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy of forfeiture shall not be invoked except in circumstances which materially affect the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys may immediately reenter Navy Pier and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03

No remedy under the terms of this lease 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 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 Promoter's default under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event 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 lease agreement and this applies to all terms and conditions contained herein.

5.02

This lease agreement is for the duration of the 1989 Festival only and creates no rights or guarantees for any subsequent festivals produced by the Promoter.

5.03

This lease 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 of Chicago, its officials, employees and agents, shall not be liable to the Promoter for any losses incurred by reason of such termination, and the Promoter agrees to defend, keep, indemnify and save harmless the City of Chicago, its officials, employees, and agents against any claims, suits or injuries, arising, directly or indirectly, as a result of the implementation of this provision.

Section 6. General Conditions.

6.01

This lease agreement and the Exhibits "A" through "H" attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02

Where there exists a conflict between or among the exhibits and the lease agreement, the terms and provisions of the lease agreement shall control as applicable.

6.03

This lease 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

(a) No member of the governing body of the City of Chicago, or other unit of local government, and no other officer, employee, or agent of the City of Chicago or other unit of local government who exercises any decision-making authority with regard to this lease agreement or any governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease 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 lease agreement, or to any benefit to arise herefrom, if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

(c) The conflict of interest and ethics provisions of Chapters 26.2-29 and 26.26-26 of the Municipal Code of Chicago are hereby incorporated by reference.

6.05

This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06

Any headings of this lease 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 lease agreement.

6.07

If any provision of this lease 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 lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08

No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

6.09

All of the terms and provisions of the lease agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 7. Notices.

Any and all notices given or required under this lease 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 General Services
Real Estate Office
320 North Clark Street
Room 505
Chicago, Illinois 60610
Attention: Supervisor of Leasing

and

Office of Special Events
City Hall, Room 703
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

If To The Promoter:

Irish Fest Chicago
P.O. Box 4106 Merchandise Mart
Chicago, Illinois 60654
Attention: Jeff Keating

Notices mailed in accordance with this section shall be deemed effective upon mailing.
Notices delivered personally shall be deemed effective upon receipt.

Section 8. Authority.

8.01

The Promoter shall provide to the City a copy of its articles of incorporation, a current certificate of good standing, and a duly adopted resolution of its directors authorizing execution of this lease agreement.

8.02

Execution of this lease agreement by the City was authorized by an ordinance of the City Council of the City of Chicago passed on _____ (Council Journal of Proceedings page _____).

8.03

The applicable City of Chicago Fund is 355.

In Witness Whereof, The parties have caused this lease agreement to be signed as of the first date written above.

[Signature forms omitted for printing purposes.]

Exhibits "A" through "H" attached to this lease agreement read as follows:

Exhibit "A".

"Site Map".

[To Be Provided By The Promoter]

Exhibit "B".

"Proposal".

[To Be Provided By The Promoter]

Exhibit "C".

"Production Plan".

[To Be Provided By The Promoter]

Exhibit "D".

Mayor's Office Of Special Events

Rules And Regulations.

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1989 Navy Pier Festivals (Festivals) be of a professional standard and that Navy Pier be properly used and maintained.

1. Festival Hours:

Setup Time

The Promoter shall commence setup on or after 8:00 A.M., on the 5th day of July, 1989, and such setup shall be completed not later than 11:59 A.M. on the 7th day of July, 1989.

The Pier shall be opened to the Festival patrons on July 7, 1989, from 3:00 P.M. through Midnight; and on July 8, 1989, from Noon to Midnight; and from Noon to Midnight on July 9, 1989.

Breakdown Time

The Promoter shall be allowed breakdown time from 12:01 A.M. on the 10th day of July, 1989, until 11:59 P.M. on the 11th day of July, 1989.

The Promoter shall inform the City of its work schedule, including without limitation production setup and breakdown times, in order to coordinate supervision and security. The Promoter shall schedule setup, breakdown and Festival entertainment such that it shall run not later than 10:30 P.M. on July 7 and 8, 1989 and not later than 9:00 P.M. on July 9, 1989.

2. Equipment Installation. All equipment, structures and materials not needed by the Festival immediately following this Festival shall be removed from the site by Midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining on Navy Pier after a Festival and not needed or wanted by the immediately following Festival shall be considered abandoned, may be removed by the City and, thereupon, shall become the property of the City;

3. Attendance. The Promoters shall monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police and Fire Departments and shall close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. Maintenance and Restoration. Prior to the scheduled date for the Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Department of General Services shall tour Navy Pier in order to determine the condition of Navy Pier at the time that the Festival arrives on the site. After the Festival, representatives shall again tour Navy Pier to determine any damage incurred during that Festival's operation. The Promoter shall also be responsible for the daily maintenance and repair of Navy Pier during the term of its lease.

5. Food and Beverage Operations. The Promoter shall not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales shall be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently displayed. The Promoter shall monitor alcohol sales in cooperation with the Chicago Police Department and shall stop sales if the Police Department deems it necessary for public safety. The Promoter shall require its vendors to check age documentation when appropriate. The Promoter shall submit a list of vendors to the Department of Revenue, the Department of Consumer Services, and M.O.S.E. in sufficient time to permit a reasonable review before the start of the Festival.

The Promoter shall pay or cause to be paid to the Department of Consumer Services an assessed fee for the inspection of its vendors and shall require its vendors to comply with all rules, regulations and requirements concerning food and beverage operations. The Promoter shall monitor its vendors to ensure proper disposal of waste materials, including grease and water. All food preparation areas must be regularly covered with clean cardboard or other absorbent materials. The Promoter shall also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who shall be responsible for monitoring and supervising the food vendors on the Pier grounds.

6. Deliveries. The Promoter shall ensure that a staff person or vendor is present at Navy Pier for all deliveries and pickups.

7. Insurance. The Promoter shall submit to the Department of General Services and to the Comptroller's Office of Risk Management a copy of an insurance policy showing One Million Dollars general liability coverage, naming the City, its officials, employees, and agents, as additional insured, at least ten (10) days before the beginning of its Festival. This policy shall also hold the City, its officials, agents and employees, free from liability and litigation. The Promoter shall also obtain other appropriate insurance coverage, including without limitation, property insurance, dram shop insurance, and workers' compensation in commercially reasonable amounts. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall require subcontractors and vendors to present certificates of insurance in commercially reasonable amounts, naming the City, its officials, employees, and agents, as additional insured.

8. Vehicles. The Promoter shall limit the number of vehicles driving on Navy Pier in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. The Promoter shall supervise all vehicles before, during and after the Festival.

9. Electricity. The Promoter shall hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor shall be affiliated with I.B.E.W. An Edison meter shall be installed by the Promoter in the "Outlet Area" and full costs for its electricity shall be borne by the Promoter. The Promoter shall adhere to the recommendations of City electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. Sanitation and Sewer. The Promoter shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Water Reclamation District of Greater Chicago, the Office of the Cook County State's Attorney, the Water Department, Department of Sewers and the Department of General Services. All portable toilets and chemical toilets in trailers shall be pumped out at least once daily and disposed of at a City-approved site by a toilet company employed by the Promoter. In the event of rain, the storm sewers shall be pumped out by the City's vactor truck and the water removed from the site. Catchbasins shall be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. All scupper drains must be sealed during the period of this lease agreement. No waste shall be disposed of in catchbasins, but shall be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In addition, the Promoter shall provide constant on-site cleanup of Navy Pier and areas immediately adjacent thereto during the Festival. The Promoter shall clean the grounds and sweep the sidewalks after each day of operation. Cleanup on the east, uncurbed end of Navy Pier must be performed by manual sweeping and, if necessary, by mopping operations at all times during the Festival and until all debris has been removed from the paved surfaces. All oil, grease and other stains shall be removed from the concrete and grounds and Navy Pier shall be cleaned of all trash by Midnight Tuesday after the Festival ends.

11. Construction. The Promoter shall consult with the Department of General Services concerning any construction. Structures shall be free-standing whenever possible.

12. Fireworks. The Promoter shall consult with M.O.S.E. and the Fire Department concerning procedures for fireworks expositions and shall secure all necessary permits and pay all necessary fees for fireworks, if any. The Promoter shall obtain insurance in an amount of no less than One Million Dollars covering its fireworks display and naming the City of Chicago, its officials, employees, and agents, as an additional insured.

13. Promotional Materials. The Promoter shall limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. Extra Attractions. The Promoter shall consult with M.O.S.E. staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides. Certain games of chance may be permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue for such operations.

Any game of chance shall conform to the Charitable Game Act of the State of Illinois. The Promoter shall not operate mechanical rides on Navy Pier or any adjacent areas immediately thereto in connection with any Festival. The Promoter shall contact and cooperate with the City of Chicago Department of Animal Care and Control regarding any animals to be brought onto Navy Pier in connection with its Festival.

15. M.O.S.E. Services. M.O.S.E. shall provide pre-production, on-site installation and operation, and post-production technical assistance. M.O.S.E. shall assist the Promoter in arranging for services from police, fire, sanitation, revenue, consumer services and other City departments and agencies. The providing of such services shall be subject to such fees, and any rules and regulations as may be set by those departments.

16. On-Site Representation. The Promoter shall have a representative at Navy Pier at all times during the Festival for consultation with M.O.S.E. and other City departments. The Promoter shall give the names and telephone or radio numbers of critical management staff, such as directors and construction supervisors, to M.O.S.E. in order that on-site decisions can be made and representatives contacted during the Festival.

17. Content of Festival. The Promoter warrants and represents that the Festival produced shall be substantially the same as the event originally proposed to M.O.S.E. The Promoter acknowledges that the City has agreed to lease space at Navy Pier for the 1989 season only.

18. Medical. The Promoter shall have on-site a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons or personnel. The Promoter shall train its staff in reporting any medical emergencies and obtaining ambulance services to hospitals. The Promoter shall have "Emergency Medical Teams" present on Navy Pier during the Festival, when appropriate.

19. Security. The Promoter shall obtain private security personnel in order to provide adequate security to protect the public. All Festival personnel shall cooperate with the Chicago Police Department during the Festival and shall follow police instructions concerning the protection of the public safety.

Exhibit "E".

Department Of General Services

Requirements For The Use Of Navy Pier

For The 1989 Ethnic Festivals.

- A. If Navy Pier or any portion thereof, including without limitation, any and all utilities shall be damaged by the act, default or negligence of the Promoter or of

Promoter's agents, contractors, vendors, employees, patrons, guests or any person admitted to said premises, Promoter shall restore such property to that condition existing just prior to the Festival at Promoter's sole expense, or Promoter upon demand by the City shall promptly pay to the City those sums reasonably necessary to complete such restoration.

- B. Without prior consent from the Commissioner of General Services, Promoter shall not operate or put up any engine, motor, or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purpose, or any other agent other than electricity for illuminating the demised premises.
- C. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of Navy Pier shall be obstructed by Promoter or used for any purpose other than ingress and egress. The doors, skylights, stairways or openings that reflect or admit light into any place in the buildings on Navy Pier, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Promoter unless prior written consent is given by the Commissioner of General Services. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Promoter shall not permit chairs or movable sets to be or remain in the passageways at any time.
- D. City shall have the exclusive right to collect and have custody of articles left on Navy Pier by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Promoter, or any other persons in the Promoter's employ, shall not collect nor interfere with collection or custody of such articles. Any property remaining unclaimed at the end of the Festival shall be and become the property of the City.
- E. City reserves the right to eject any person or persons from Navy Pier deemed to present a threat to the public health, safety, or welfare. The Promoter hereby waives any right and all claims for damages against the City, its officials, employees and agents in connection with such removal.
- F. Promoter must pay costs of any necessary City personnel that are not normally assigned to Navy Pier and any that must work beyond normal working hours. This will include but is not limited to electricians, sound technicians and operating engineers.
- G. Designated City personnel shall be permitted to enter Navy Pier at any time and on any occasion without charge.
- H. No performance, exhibition or entertainment shall be given or held on Navy Pier which may be unsuitable for family entertainment in the sole reasonable determination of the City.

- I. Promoter shall provide at its own expense all necessary ushers, crowd director, and any security service and trash pickup service, or as may be required by the Commissioner of General Services and Mayor's Office of Special Events, for the Festival, including the setup and breakdown period.
- J. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and Illinois State Statutes.
- K. Promoter shall not permit more than 4,000 persons to be allowed in Auditorium/Recreation/Sheds and Terminal Building at any one time during term of lease.
- L. Promoter will comply with all City sales tax and City amusement tax requirements.
- M. Promoter must take East End and Sheds in existing condition. A walk through with City personnel must occur before Promoter assumes occupancy and immediately following breakdown.
- N. Axle load limitations will be imposed that now exist for the entry ramps (7,000 pounds/axle).

Exhibit "F"

Metropolitan Water Reclamation District Of

Greater Chicago (M.W.R.D.G.C.). .

Requirements For The Use Of Navy Pier

For The 1989 Ethnic Festivals.

The Promoter shall be responsible for preventing any pollution to Lake Michigan and the storm sewer system servicing Navy Pier which may result from the operation of the Festival. In order to ensure that no pollution occurs, the Promoter shall adhere to the following procedures and measures:

- 1. The Promoter shall provide a minimum of one waste water drum per food vendor which shall receive wash waters from food preparation. Each drum shall be pumped out nightly and wastes shall be transported off-site for

proper disposal. Such drums shall be placed in a central location accessible to the vendors as well as the service contractor and each drum shall have a screen over the open top to prevent the entry of large debris.

2. The Promoter shall provide an adequate number of grease receptacles for use by vendors who require grease disposal services, with post-event servicing at a minimum or more frequent service, if appropriate.
3. The Promoter shall provide an adequate maintenance staff to maintain the trash receptacles and the grounds area to prevent debris from entering the lake or the storm system.
4. The Promoter shall provide an adequate number of washroom facilities to serve the needs of the projected crowd volume with no less than daily servicing to prevent overload and spillage into the storm system. An "adequate number" is defined as no less than one portable toilet per 200 persons if no other facilities are reasonably available. Portable toilets shall be located at key locations along the length of Navy Pier. Proper facilities shall also be available for handicapped patrons.
5. The Promoter shall permit storm sewers to be sealed throughout the Festival to prevent discharge into the storm system.
6. The Promoter shall require the vendors participating in the Festival to utilize appropriate waste receptacles and to discharge nothing into the storm sewer system, into the waters of Lake Michigan, or on Navy Pier.

Any costs or expenses incurred by the M.W.R.D.G.C. as a result of the operation of the Festival shall be the responsibility of the Promoter and the Promoter agrees to pay such charges promptly upon demand.

Exhibit "G".

Chicago Fire Department Requirements For 1989 Ethnic Festivals

At Navy Pier.

The Promoter shall ensure that:

1. All food vendors have a working fire extinguisher in the booth where they are cooking.

2. All food vendors using gas pre-convert their equipment with fittings approved by the gas institute.
3. A central location be used for storing gas containers.
4. A single vendor be used whenever possible to supply all gas tanks, collect empties and distribute gas.
5. All gas tanks be secured to prevent accidental movement.
6. A bucket of water be supplied in every booth that grills with open fires.
7. If 200 or more chairs are used in any area, they shall be ganged together in groups of five.
8. The south dock be used as an additional exit during all Festival hours.

Exhibit "H".

Guidelines For Food Handling At Neighborhood Festivals

Or Temporary Food Service Events

Developed By Department Of Health,

City Of Chicago

And

Chicago Hospitality Institute

Chicago Citywide College, City Colleges Of Chicago.

Introduction: These guidelines have been prepared for your protection and to minimize the possibility of food-borne illness incidents at Chicago's Festivals and temporary food service events.

History has borne out the fact that efforts on the part of sanitarians throughout the United States, in all areas of environmental concern, including food protection, have greatly enhanced the quality of life of all of our citizens. These efforts have been a key factor in making the quality, safety and nutritional level of foods throughout our land second to none.

Please remember that these are very basic ideas and are by no means all inclusive. Only a case-by-case study by the Department of Health will determine the requirements necessary for your individual event. Our intent is to keep your event a safe and pleasurable one.

It is illegal to hold or operate a fair, carnival, show, sporting event or any other such activity where persons gather and food is served to the public, without notifying the Departments of Health (Food Protection Division) and Revenue.

A plan and report of the proposed activity must be submitted to the Department of Health approximately thirty (30) days prior to the scheduled date of the activity, including an outline map of the area to be used, showing the location of all proposed food service areas, with detailed drawings of each stand showing equipment intended to be used therein.

Definition -- Temporary Food service Establishment means a foodservice establishment that operates at a fixed location for a period of time of not more than fourteen (14) consecutive days in conjunction with a single event or celebration, such as a fair, carnival, circus, or public exhibition.

Temporary Food Service Establishments -- General. A temporary foodservice establishment shall comply with the requirements of these Rules and Regulations, except as otherwise provided in this part. The health officer may impose additional requirements to protect against health hazards related to the conduct of the temporary food service establishments and may prohibit the sale of some or all potentially hazardous foods, and may waive or modify requirements of these Rules and Regulations other than in this part, when, in his/her opinion a health hazard is not likely to result from such waiver or modification.

Temporary Food Service Establishments -- Restricted Operations. Only those potentially hazardous foods requiring limited preparation shall be prepared or served. The preparation or service of other potentially hazardous foods, including pastries filled with cream or synthetic cream, custards and similar products, and salads or sandwiches containing meat, poultry, eggs is prohibited. However, this prohibition does not apply to any potentially hazardous food that has been prepared and packaged under conditions meeting the requirements of these Rules and Regulations, is obtained in individual servings, is stored at a temperature of forty-five degrees Fahrenheit (45° F) (seven degrees Celsius (7° C)) or below or at a temperature of one hundred forty degrees Fahrenheit (140° F) (fifty-six degrees Celsius (56° C)) or above in facilities meeting the requirements of these Rules and Regulations, and is served directly in the unopened container in which it was packaged.

The Department Of Health May, Without Warning, Or Hearing, Suspend Any Permit To Operate A Food Service Establishment, If The Permittee Does Not Comply With The Requirements Of These Rules And Regulations, Or The Lawful Directives Of The Health

Officer, Or If The Operation Of The Establishment Is Not In Compliance With The Requirements Of These Rules And Regulations, Or If Violations Of These Rules And Regulations Have Not Been Corrected Within The Time Specified In An Inspection Report; Provided, That The Department Of Health Shall Suspend The Permit Of A Food Service Establishment Whenever The Operation Of Such Food Service Establishment Constitutes A Substantial Hazard To Public Health. Suspension Is Effective Upon Service Of Written Notice. When A Permit Is Suspended, Food Service Operations Shall Immediately Cease.

Food-borne illness, despite the progress which has been achieved in food protection programs, continues to be a major public health concern. A food-borne illness is a disease that is carried or transmitted to its victim by food or improper food handling. If the guidelines below are followed, the possibility of food-borne illness will be minimized.

A. Food.

All food shall be clean, wholesome, free from adulteration and misbranding.

Source:

- a) All food and drink sold or served must originate from licensed food sources.

Health reason: The sound condition, proper labeling, and safety of food are basic requirements for the protection of public health.

- b) No food or drink cooked or prepared in the home (canned food included) will be allowed to be sold, served, or given away.

Health reason: Food, if mishandled, can become contaminated with filth, pathogenic microorganisms or toxic chemicals. Carriers of disease-causing organisms may, without proper equipment in preparation and transportation, cause food-borne illness.

B. Containers And Labels:

- a) All beverages must be sold in original containers or from dispensers filled in licensed sources. Food not in its original container shall be labeled.

Health reason: Reduces the potential of contamination in on-site preparation.

- b) Milk for drinking purposes shall be dispensed from an unopened, commercially filled package not exceeding one pint in capacity or from a mechanical, bulk milk dispenser.

Health reason: Reduces the potential of contamination in on- site preparation.

C. Food Protection:

- a) All food must be shielded from the public with some type of protective covering. Handling, coughing, or sneezing over the food can very easily contaminate the food.

Health reason: Prevent contamination from insects, dirt, droplet infection (sneezing and coughing).

- b) All perishable foods should be stored in a manner to protect against spoilage. Refrigeration is required. Cold packs, ice, chemical filled dry ice are also recommended. Hot-holding facilities are required.

1) All cold potentially hazardous foods requiring refrigeration must be maintained at an internal temperature of 45° F or below.

2) Hot foods after being cooked should be kept warm (140° F) until sold.

Health reason: Proper storage temperature of all potentially hazardous foods assures minimal contamination from growth of pathogens, and is required.

- c) Ice shall be obtained from an approved commercial source in either chipped, crushed or cubed form and shall be received in single use, closed bags.

Health reason: Reduces the potential of contamination in on- site preparation.

- d) All food shall be stored off the ground (i.e., on pallets or shelves) and shall be covered to prevent contamination by dust, insects, rain and other contaminants.

Health reason: Prevent contamination from insects, dirt, droplet infection (sneezing and coughing), contaminated ground spillage.

- e) Wet storage (non-drained ice) of food is prohibited, except that cans of non-potentially hazardous beverages (i.e., soft drinks, bottled water, beer) may be stored when the water contains at least 100 p.p.m. chlorine (3 tablespoons per gallon) and is changed at least twice a day or more if needed to keep the sanitizer at that level.

Health reason: Prevents contamination of product through absorption of product container by melted ice water.

- f) When food is served (particularly chicken) the preparation area (cutting board, etc.) should be sanitized after each use to avoid cross contamination.

Health reason: Raw poultry and other foods may contain salmonella (food poisoning organism). Improper handling of unsanitized contaminated utensils may recontaminate other foods being prepared.

- g) Potentially hazardous foods* can only be thawed in mechanical refrigeration (temperatures less than 45° F), in cold, running water, or cooked frozen.

Health reason: Proper storage temperature of cold foods assures minimal contamination from growth of pathogens.

- h) All potentially hazardous foods must be cooked to the required internal temperatures. For example:

1. Poultry -- internal temperature of 165° F.
2. Pork and all hams (including "precooked") -- internal temperature of 150° F.
3. Beef -- internal temperature of 140° F.

* Potentially hazardous food means any food that consists in whole or in part of milk or milk products, eggs (including whole, shell eggs), meat, poultry, fish, shellfish, edible crustacea, or other ingredients, including synthetic ingredients, in a form capable of supporting rapid and progressive growth of infectious or toxigenic microorganisms. The term does not include foods which have a pH level of 4.6 or below or a water activity (a_w) value of 0.85 or less.

Potentially hazardous food products not meeting these temperature requirements shall be summarily disposed of.

Health reason: Microorganisms innately peculiar to specific foods will be destroyed at these temperatures.

- i) Condiments such as mustard, catsup, sugar, etc., shall be individually packaged or dispensed from a container which protects the condiment from contamination, i.e., pump dispenser or "squeeze" type bottle. Condiments that cannot be poured, such as onions (sliced or diced), pickles, etc., shall, when possible, be dispensed from a container with a self-closing lid.

Health reason: To prevent the contamination of food and food-contact surfaces and potential transmission of food-borne illness.

- j) Food and ice shall be handled with scoops, tongs, spoons or other appropriate utensils. Ice shall not be hand-dipped or dispensed with a glass or cup.

Health reason: To prevent the contamination of food and food contact surfaces and potential transmission of food-borne illness.

- k) Scoops, tongs and other serving utensils shall be stored:
 - 1. in the food with the handle extended out of the food; or
 - 2. stored clean and dry; or
 - 3. stored in water with a 100 p.p.m. free residual chlorine (3 tablespoons per gallon) and is changed at least twice a day or more if needed to keep both the water and containers clean.
- l) All potentially hazardous foods must be removed from the booth at the end of the day. Foods requiring refrigeration must be stored in the monitored refrigerated vehicles on-site or in refrigeration at the discussed licensed facility.
- m) Each mechanically refrigerated unit shall be provided with a thermometer which is accurate to plus or minus 2° F.
- n) Each stand which serves potentially hazardous foods shall have, and use, a metal, stem-type thermometer which is numerically scaled in 2° F increments from at least 0° to 165° F, and is accurate to plus or minus 2° F to assure the attainment and maintenance of the temperature requirements.

D. Personnel.**Personal Hygiene:**

- a) The following individuals shall Not work in a food stand:
 - 1. Personnel with infected cuts, burns or boils on their hands or arms; and/or
 - 2. Personnel with diarrhea or who are carriers of a food- borne pathogen; and/or
 - 3. Personnel with a respiratory infection.
- b) Fingernails shall be clean and trimmed.
- c) Hands and arms shall be washed with clean water and soap before starting work, after each visit to the toilet, and as frequently as necessary during the day to maintain clean hands and arms.
- d) Handwashing facilities shall be provided and used in each establishment. The minimum facilities shall consist of a basin, clean water, soap and paper towels. Common towels are prohibited.
- e) Employees shall wear clean outer clothing.
- f) Employees shall wear effective hair restraints. Examples of effective hair restraints are hairnets and billed "baseball caps" where the hair is covered and contained. Hair spray shall not be allowed in lieu of an effective hair restraint.
- g) Mustache or beard restraints shall be used for any facial hair exceeding one inch in length.
- h) Eating, drinking, smoking or other use of tobacco is not permitted in the food preparation or sales areas.

Health reason: To prevent the contamination of food and food contact surfaces and potential transmission of food-borne illness.

Food, if mishandled, can become contaminated with filth, pathogenic microorganisms or toxic chemicals. Carriers of disease-causing organisms may,

without proper equipment in preparation and transportation, cause food-borne illness.

E. Food Equipment, Utensils.

Customer Utensils:

- a) Only single-service utensils (fork, knife, spoon, plate and cup) shall be provided to the customer. No single-service article can be reused.
- b) Single-service articles shall not be stored on the floor or ground and shall be stored and dispensed in a manner that prevents contamination.
- c) Single-service cups shall be dispensed from an approved tube dispenser or from the plastic shipping wrap surrounding each stack of cups. The cups shall be dispensed in a manner that prevents contamination of the interior or surfaces that come into contact with the mouth of the consumer. No dishwashing will be allowed. There must be an adequate means for transporting dirty cooking utensils. Vendors must supply enough food utensils to meet the needs of the entire day's business.

Food Contact Equipment/Surfaces:

- a) Food contact equipment and surfaces shall be smooth, easily cleanable, non-absorbent, of food-grade materials and be in good repair. Chipped or glazed enamelware, wood, or galvanized surfaces are not acceptable food contact surfaces. Wood daubers are prohibited.
- b) Cooking surfaces shall be cleaned at least once a day or more frequently if needed.
- c) Wiping cloths or sponges used for cleaning food contact surfaces shall be clean. The cloths and sponges shall be stored in a sanitizing solution maintained at a minimum of 100 p.p.m. chlorine (3 tablespoons per gallon changed every 4 hours) between uses.
- d) Wiping cloths or sponges used for cleaning non-food contact surfaces shall be cleaned and stored in a sanitizing solution maintained at a minimum of 100 p.p.m. chlorine (3 tablespoons per gallon changed every 4 hours) between uses.

Health reason: Food, if mishandled, can become contaminated with filth, pathogenic microorganisms or toxic chemicals. Carriers of disease-causing

organisms may, without proper equipment in preparation and transportation, cause food-borne illness.

F. Water/Sewage.

Vendor Waste Generation and Handling:

- a) Waste Waters -- A minimum of one 55 gallon drum open at one end with its end covered by a tightly fitting 1/4 inch mesh screen will be supplied to each vendor to receive food preparation waste water. Additional drums will be available for vendors who generate more than one drum per day.
- b) Waste Water Service -- Each waste water drum and beer icing barrel will be pumped out nightly by a contractor who has vacuum tank truck equipment. The accumulated water will then be delivered to the M.W.R.D. (Metropolitan Water Reclamation District) for disposal.
- c) Cooking Oils and Greases -- Each vendor who performs a deep fat frying function will be supplied one 55 gallon open head drum with a tightly fitting solid lid in which he will dispose of all waste grease generated.
- d) Waste Grease Removal -- Waste grease will be removed nightly by a grease rendering contractor contracted to perform this task for the event. Materials will be removed from the site to an appropriate reprocessing facility.
- e) Charcoal Ash Waste and Removal -- Any vendor who operates a charcoal fire cooking table will be supplied with one open head 55 gallon drum with a tightly fitting lid. Additional drums will be made available as they will only be serviced at the end of the event because of the residual fire potential.
- f) Container Identification -- Each individual drum's purpose will be clearly marked on its side and each will be color coded according to the previously used code. Black = Grease; Blue = Waste Water; Red = Charcoal; Yellow or Brown = Trash.
- g) Drum Positioning -- All vendor use drums will be located within or immediately adjacent to the food preparation area away from patron access and possible use and contamination.

The food stand operator shall keep the grounds surrounding his/her stand free of food scraps, paper and other debris. No wastes will be disposed of in the public sewers in the event site.

D. Personnel.**Personal Hygiene:**

- a) The following individuals shall Not work in a food stand:
1. Personnel with infected cuts, burns or boils on their hands or arms; and/or
 2. Personnel with diarrhea or who are carriers of a food- borne pathogen; and/or
 3. Personnel with a respiratory infection.
- b) Fingernails shall be clean and trimmed.
- c) Hands and arms shall be washed with clean water and soap before starting work, after each visit to the toilet, and as frequently as necessary during the day to maintain clean hands and arms.
- d) Handwashing facilities shall be provided and used in each establishment. The minimum facilities shall consist of a basin, clean water, soap and paper towels. Common towels are prohibited.
- e) Employees shall wear clean outer clothing.
- f) Employees shall wear effective hair restraints. Examples of effective hair restraints are hairnets and billed "baseball caps" where the hair is covered and contained. Hair spray shall not be allowed in lieu of an effective hair restraint.
- g) Mustache or beard restraints shall be used for any facial hair exceeding one inch in length.
- h) Eating, drinking, smoking or other use of tobacco is not permitted in the food preparation or sales areas.

Health reason: To prevent the contamination of food and food contact surfaces and potential transmission of food-borne illness.

Food, if mishandled, can become contaminated with filth, pathogenic microorganisms or toxic chemicals. Carriers of disease-causing organisms may,

without proper equipment in preparation and transportation, cause food-borne illness.

E. Food Equipment, Utensils.

Customer Utensils:

- a) Only single-service utensils (fork, knife, spoon, plate and cup) shall be provided to the customer. No single-service article can be reused.
- b) Single-service articles shall not be stored on the floor or ground and shall be stored and dispensed in a manner that prevents contamination.
- c) Single-service cups shall be dispensed from an approved tube dispenser or from the plastic shipping wrap surrounding each stack of cups. The cups shall be dispensed in a manner that prevents contamination of the interior or surfaces that come into contact with the mouth of the consumer. No dishwashing will be allowed. There must be an adequate means for transporting dirty cooking utensils. Vendors must supply enough food utensils to meet the needs of the entire day's business.

Food Contact Equipment/Surfaces:

- a) Food contact equipment and surfaces shall be smooth, easily cleanable, non-absorbent, of food-grade materials and be in good repair. Chipped or glazed enamelware, wood, or galvanized surfaces are not acceptable food contact surfaces. Wood daubers are prohibited.
- b) Cooking surfaces shall be cleaned at least once a day or more frequently if needed.
- c) Wiping cloths or sponges used for cleaning food contact surfaces shall be clean. The cloths and sponges shall be stored in a sanitizing solution maintained at a minimum of 100 p.p.m. chlorine (3 tablespoons per gallon changed every 4 hours) between uses.
- d) Wiping cloths or sponges used for cleaning non-food contact surfaces shall be cleaned and stored in a sanitizing solution maintained at a minimum of 100 p.p.m. chlorine (3 tablespoons per gallon changed every 4 hours) between uses.

Health reason: Food, if mishandled, can become contaminated with filth, pathogenic microorganisms or toxic chemicals. Carriers of disease-causing

organisms may, without proper equipment in preparation and transportation, cause food-borne illness.

F. Water/Sewage.

Vendor Waste Generation and Handling:

- a) Waste Waters -- A minimum of one 55 gallon drum open at one end with its end covered by a tightly fitting 1/4 inch mesh screen will be supplied to each vendor to receive food preparation waste water. Additional drums will be available for vendors who generate more than one drum per day.
- b) Waste Water Service -- Each waste water drum and beer icing barrel will be pumped out nightly by a contractor who has vacuum tank truck equipment. The accumulated water will then be delivered to the M.W.R.D. (Metropolitan Water Reclamation District) for disposal.
- c) Cooking Oils and Greases -- Each vendor who performs a deep fat frying function will be supplied one 55 gallon open head drum with a tightly fitting solid lid in which he will dispose of all waste grease generated.
- d) Waste Grease Removal -- Waste grease will be removed nightly by a grease rendering contractor contracted to perform this task for the event. Materials will be removed from the site to an appropriate reprocessing facility.
- e) Charcoal Ash Waste and Removal -- Any vendor who operates a charcoal fire cooking table will be supplied with one open head 55 gallon drum with a tightly fitting lid. Additional drums will be made available as they will only be serviced at the end of the event because of the residual fire potential.
- f) Container Identification -- Each individual drum's purpose will be clearly marked on its side and each will be color coded according to the previously used code. Black = Grease; Blue = Waste Water; Red = Charcoal; Yellow or Brown = Trash.
- g) Drum Positioning -- All vendor use drums will be located within or immediately adjacent to the food preparation area away from patron access and possible use and contamination.

The food stand operator shall keep the grounds surrounding his/her stand free of food scraps, paper and other debris. No wastes will be disposed of in the public sewers in the event site.

Health reason: Necessary to minimize odors, prevent breeding place for insects and rodents and prevent soiling of food preparation and food service area.

G. Construction:

- a) The walls and ceiling shall be made of wood, canvas or other material which protects the interior from the weather.

The canvas overhang shall be constructed in such a manner that it will extend beyond the perimeter of each booth affording water drainage away from the food preparation area in all cases.

- b) All wood framing shall be freshly painted so that it is smooth, easily cleanable and non-absorbent.
- c) The floor in the food preparation area shall be well drained concrete or asphalt. Sawdust shall not be used as floor covering.
- d) The street surface within each vendor tent or food preparation area will be covered by a minimum of one layer of double-faced kraft box board material. Food and grease stained segments will be replaced minimally on a daily basis or more often if necessary. Any water-soaked material will be replaced immediately. Sufficient quantities of this box board material must be immediately on hand to accomplish this requirement.
- e) Light bulbs or tubes inside the food preparation area shall be shielded or be of "shatter-resistant" construction.

H. Toxic Chemicals:

- a) No toxic chemicals shall be stored in or around the food service area. Any chlorine container, when used, must be properly labeled and handled under the supervision of the certified Summer Festival booth operator.

I. General:

- a) At all times food is handled, a person who has completed Summer Festival Sanitation Training for the current year must be present at the booth and should be proudly displayed.

*Department Of Health**Temporary Food Service Establishment.*

Pre-Opening Self-Checklist.

These conditions apply to all food concessions. Numbers correspond to item numbers on our inspection report. We hope this checklist will assist you in keeping your event safe.

Establishment Name:

Date:

1. All food supplies must be from approved sources.

4. a. There must be sufficient mechanical refrigeration which will hold food temperatures below 45° F at all times.

 b. There must be sufficient cooking and hot-holding equipment to cook and hold all hot foods above 140° F.

5. a. Provide appropriate thermometers for each refrigerator, freezer and hot-holding unit.

 b. Provide a metal-stemmed thermometer to check cooking, hot-holding and cooling temperatures.

8. Condiments must be provided in individual packets or approved dispensers. Beverages must be sold in original containers or from dispensers filled in licensed sources.

12. There must be available containers of portable water sufficient to last or be replenished throughout the day to use for hand washing. Soap and sanitary paper towels or handi-wipes must also be available for hand washing.

13. Hair restraints must be available for all employees.

14. All food contact surfaces must be of approved materials and in good repair (no rust, peeling paint, raw wood, wood utensils, galvanized containers, chipped enamel, garbage bags to hold food, scored cutting boards).

15. All non-food contact surfaces must be of approved materials and in good repair (no raw wood surfaces, peeling paint, rust, absorbent materials).
16. No dishwashing will be allowed. There must be an adequate means of transporting dirty cooking utensils.
20. An approved sanitizer must be available (bleach is acceptable).
22. All food contact surfaces must be clean.
23. All other non-food contact surfaces must be clean.
25. Only single-service plates, cups, bowls, forks, spoons, knives, may be used by the consumer.
28. Waste grease must be stored in and disposed of in approved containers.
33. Provide cleanable waste containers for garbage, litter and grease which are covered.
35. Outside cooking equipment must be restricted and protected. The preparation area must be designated and separate.

Daily Self-Inspection.

The following checklist may be an aid in conducting a self-inspection while operating your food concession. Numbers correspond to item numbers in our inspection report. A routine inspection may not be limited to these items only.

Establishment Name:

Date:

1. Do not save leftovers for use the next day. All food must be in good condition, free of spoilage and obtained from approved sources. Home-canned and home-prepared food is prohibited.
2. Label all containers of food.
3. Cook meat and other potentially hazardous foods to a safe internal temperature:

beef 140° F

pork 150° F

poultry 165° F

Keep potentially hazardous food (foods consisting in whole or part of milk or milk products, eggs, meat, fish and shellfish) above 140° F or below 45° F at all times.

4. Use a metal-stemmed thermometer (not glass) to check food temperatures often.
5. Thaw potentially hazardous food in a refrigerator or cook frozen.
6. Store raw meat and poultry so the meat or bloody liquid will not touch or drip onto food that will not be cooked later.
7.
 - a. Keep food covered and off the ground.
 - b. All food must be shielded from the public with some type of protective covering, plastic or a glass enclosure.
8. Use utensils whenever possible. Minimize hand contact with food.
9. Store food and ice scoops so the handle does not touch the food or ice, or so that the scoops do not get dirty or contaminated.
10. Do not eat, smoke, or drink in the concession. Wash hands before starting work. Wash hands after using the toilet, taking a break, touching raw meat or any other contaminated object. Do not reuse cloth towels.
11. Everyone in the concession must wear effective hair restraints (hat, cap, scarf or net) and clean clothes.
12. Ice shall be obtained only in chipped, crushed or cubed form and in single-use safe plastic or wet-strength paper bags filled and sealed at the point of manufacture. The ice shall be held in these bags until it is dispensed in a way that protects it from contamination.
13. Use separate containers of sanitizer for a) wiping food contact equipment and b) non-food contact surfaces. Store wet cloths or sponges in the sanitizer between uses.
14. Clean and sanitize food equipment often during the day to prevent dried, encrusted food buildup.
15. Non-food contact surfaces must be cleaned daily to prevent any buildup.

16. [] Keep clean equipment covered, off the floor and protected when not in use. Do not towel dry utensils. Store handles of utensils in one direction.
17. [] Keep single service items covered in their original container until used. Dispense cups from sleeve or cup dispenser.
18. [] Keep floors clean and litter free.
19. [] Store all clothes, shoes, purses and other personal items separately from food utensils and single service items.
20. [] a. Keep litter, paper and food scraps cleaned up around the concession. Eliminate any pooling water.
- b. Protect clean linen and store properly. Store dirty linen in a laundry bay or cleanable container.

Exhibit "1".
(2 of 6)

Polish American Foundation.

(Festival Polonaise)

Lease Agreement For Navy Pier.

This Lease Agreement is made as of _____, 1989, by and between the City of Chicago, a municipal corporation and a home rule government under Article VII, Section 6(a), of the 1970 Constitution of the State of Illinois ("City") and Festival Polonaise ("Promoter").

Recitals.

Whereas, The Promoter desires the use of certain property, commonly known as Navy Pier and more specifically described on Exhibit "A", which is attached hereto and incorporated hereby (the "Navy Pier"), for the purpose of conducting a festival to be known as Festival Polonaise ("Festival"); and

Whereas, The Festival creates a unique opportunity for the City to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

Whereas, The Festival further creates unique opportunities to promote tourism in the City and to generate employment opportunities for Chicago residents, both of which are in the public interest;

Now, Therefore, In consideration of the mutual covenants and promises 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 In And Made A Part Of This Lease Agreement As Though Fully Set Forth Herein.

Section 2. Obligations Of The City.

2.01

The City does hereby grant the Promoter the sole and exclusive privilege of occupying and using those designated areas of Navy Pier, more fully described on Exhibit "A", attached hereto, for the period beginning Noon on July 12, 1989, and ending at Midnight on July 17, 1989, inclusive of the time required for necessary cleanup and restoration, in order to conduct its Festival.

2.02

The City shall provide assistance in the pre-production, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City shall also provide the Promoter, at no charge, with a liaison to assist the Promoter in arranging for the necessary City services and permits, subject to such fees as may be set by the various City departments and agencies, including but not limited to license or inspectional fees, and to assist the Promoter in its communications with such City departments and agencies as may become involved in the production of the Festival.

2.03

The City shall make available at no additional charge certain equipment and services as may be necessary to the continued production of the Festival, including a vacuum truck, sprinkler fitters, and a maximum number of 200 picnic tables. The City and the Promoter shall jointly inspect the picnic tables before and after the Festival, and the Promoter agrees to restore such tables to a condition no less than that which existed before the Festival. The City shall not collect a security deposit for the picnic tables in consideration of the Promoter's promise to pay promptly any charges for damage to the picnic tables as a result of their use during the Festival.

Section 3. Obligations Of The Promoter.

3.01

The Promoter shall pay the City a fee of \$4,000 for the use of Navy Pier under the term of this lease. One half of the total fee shall be paid no later than seven business days prior to the commencement date of the term of the lease by certified check payable to the "City of Chicago Fund No. 648-38", and the balance of the fee shall be paid in the same manner no later than Noon the day following the opening of the Festival to the public.

3.02

The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as Exhibit "B". The Promoter shall also submit a production plan for the Festival which must be acceptable to the City. The production plan is attached hereto and incorporated hereby as Exhibit "C".

3.03

(a) The Promoter shall observe and comply with the rules and regulations promulgated by the City of Chicago Office of Special Events for the production of the Festival, a copy of which is attached hereto and incorporated hereby as Exhibit "D", and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City of Chicago Department of General Services on the use of Navy Pier, a copy of which is attached hereto and incorporated hereby as Exhibit "E", and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Water Reclamation District of Greater Chicago on the use of Navy Pier, a copy of which is attached hereto and incorporated hereby as

Exhibit "F", and shall cooperate with the City in the implementation thereof.

(d) The Promoter shall observe and comply with the rules and regulations promulgated by the City of Chicago Fire Department for the production of the Festival, a copy of which is attached hereto and incorporated hereby as Exhibit "G", and shall cooperate with the City in the implementation thereof.

(e) The Promoter shall observe and comply with the "Guideline for Food Handling at Neighborhood Festivals or Temporary Food Service Events", developed by the City of Chicago Department of Health, a copy of which is attached hereto and incorporated hereby as Exhibit "H", and shall cooperate with the City in the implementation thereof.

3.04

(a) The Promoter agrees that it shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations and Executive Orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, mental or physical handicap, unrelated to ability to perform, or national origin, or otherwise commit an unfair employment practice. Promoter 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, mental or physical handicap, unrelated to ability to perform, 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. Promoter shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Promoter shall incorporate this clause 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 lease agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 30 C.F.R., 12319, as modified by Executive Order 11375 issued October 13, 1967, 32 C.F.R., 14303 and Executive Order 120865 issued October 5, 1978, 43 C.F.R. 46501 and as further amended by Federal Reorganization Plan No. 2 of 1978, Section 102, 43 C.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., Chapter 29, Secs. 17 to 24 inclusive; ordinances passed by the City Council of the City of Chicago, on August 21, 1945, page 3876 of the Journal of Proceedings (Municipal Code of Chicago, Ch. 198.7A), and on December 21, 1988, page 23526 of the Journal of Proceedings; and the provisions of 41 C.F.R. Chapter 60.

(c) The Promoter shall, at its own cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the lease. The Promoter shall execute an anti-apartheid and an anti-collusion certification as described by Chapter 26 of the Municipal Code of the City of Chicago. The Promoter shall further provide the City of Chicago with an economic disclosure statement and a copy of financial statements relating to the Festival.

3.05

The Promoter agrees to indemnify, defend, keep, and save harmless the City of Chicago, its agents, officials, and employees, against all suits or claims of any kind whatsoever arising, directly or indirectly, out of or by reason of this lease agreement, its execution and/or its performance.

3.06

The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable to the City of Chicago Comptroller, Risk Management Office, in the amount of no less than One Million Dollars (\$1,000,000.00), naming the City of Chicago, its officials, employees and agents, as additional insureds. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dram shop insurance, and workers' compensation, naming the City of Chicago, its officials, employees, and agents, as additional insureds. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City of Chicago Comptroller, Risk Management Office, satisfactory evidence of the necessary insurance coverage not later than seven (7) business days prior to the commencement date of the term of the lease. The Promoter shall also require all subcontractors and vendors to present to the City of Chicago Comptroller, Risk Management Office, certificates of insurance in commercially reasonable amounts for all applicable work.

3.07

The Promoter hereby acknowledges that it has inspected Navy Pier and its facilities, that it is satisfied with its physical condition and its suitability for its intended use, and that, subject to any exceptions of which it has given written notice to the City, it accepts Navy Pier and its facilities in the condition existing at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held on Navy Pier and that Navy Pier's general condition may be affected by any festivals preceding its Festival. In the event that Navy Pier should become untenable prior to or during the Festival for any reason, the Promoter agrees to indemnify, defend, keep and save harmless the City of Chicago, its officials, employees and agents, against all liability

for any claims, suits or injuries arising from or as a result of the Festival's partial or complete non-performance.

3.08

The Promoter agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or on Navy Pier without the express written consent of the City of Chicago Department of General Services. The temporary alterations contemplated by the Promoter's production plan attached hereto as Exhibit "C" shall be deemed to be consented to concurrently with the execution of this lease agreement.

3.09

The Promoter shall maintain Navy Pier in a safe, sanitary and sightly condition and good repair. The Promoter agrees that, at its own cost and expense, it shall repair and yield Navy Pier back to the City of Chicago at the conclusion of the Festival in a condition no less than that which existed prior to the Festival.

3.10

The Promoter agrees to keep Navy Pier free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Promoter.

3.11

The City reserves the right to enter Navy Pier at any time for the purpose of inspecting any facilities and all aspects of the production and operation of the Festival.

3.12

The Promoter agrees that the City of Chicago, its officials, employees, and agents, shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about Navy Pier grounds, nor shall the City, its officials, employees, and agents, be liable for injury to the person of the Promoter, its employees, agents, vendors 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 Navy Pier 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 Promoter. The City of Chicago, its officials, employees and agents, shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.13

The provisions of Executive Order 89-7 of the City of Chicago shall apply to this lease agreement.

3.14

(a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement, or any portion thereof, or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy Navy Pier or any part thereof without the prior written consent of the City.

(b) In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Promoter shall be the joint and several obligation of each such individual or other legal entity.

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of Navy Pier by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as Exhibit "C", solely for those purposes described therein.

3.15

The Promoter 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 Promoter, or as constituting the Promoter or any officer, owner, employee or agent of the Promoter 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.

3.16

This lease agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the Office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by the Promoter or anyone acting on behalf of the Promoter, and that if the same be so filed, this lease agreement and each and every provision hereof shall be and become absolutely null and void and the City may declare such filing a breach of this lease agreement, and further the City shall be entitled to payment by the Promoter for any costs the City may incur by reason of such filing or of having to clear title.

3.17

The Promoter acknowledges that it is jointly and severally responsible along with the other festival promoters to install a six (6) foot high cyclone fence approximately 1,000 feet in length along the south dock of Navy Pier. The installation, type and location of the fence must be acceptable to the City. The Promoter acknowledges that if the fence is not installed twenty-four (24) hours prior to the opening of the first festival in the 1989 series of ethnic festivals, the City reserves the right to cancel all festival activity at Navy Pier until the fence is installed to the City's satisfaction. The Promoter acknowledges that upon closing of the last festival in the 1989 series of ethnic festivals, the removal of the fence shall be within the sole discretion of the Commissioner of General Services and the fence shall remain the property of the City.

Section 4. Events Of Default, Termination Of Agreement And Remedies.

4.01 The following shall constitute events of default:

- (a) Any material misrepresentation made by the Promoter to the City;
- (b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or conditions of this lease agreement, including those set forth in the exhibits attached hereto and made a part hereof; and
- (c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoter.

4.02

The occurrence of any event of default may, at the sole option of the City, work a forfeiture of this lease agreement and all of the rights of the Promoter hereunder and, thereupon, the City, its agents and/or attorneys, shall have the right to enter Navy Pier and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy of forfeiture shall not be invoked except in circumstances which materially affect the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys, may immediately re-enter Navy Pier and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03

No remedy under the terms of this lease 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 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 Promoter's default under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event 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 lease agreement and this applies to all terms and conditions contained herein.

5.02

This lease agreement is for the duration of the 1989 Festival only and creates no rights or guarantees for any subsequent festivals produced by the Promoter.

5.03

This lease 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 of Chicago, its officials, employees and agents, shall not be liable to the Promoter for any losses incurred by reason of such termination, and the Promoter agrees to defend, keep, indemnify and save harmless the City, its officials, employees, and agents against any claims, suits or injuries, arising, directly or indirectly, as a result of the implementation of this provision.

Section 6. General Conditions.

6.01

This lease agreement and the Exhibits "A" through "H" attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02

Where there exists a conflict between or among the exhibits and the lease agreement, the terms and provisions of the lease agreement shall control as applicable.

6.03

This lease 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

(a) No member of the governing body of the City of Chicago, or other unit of local government, and no other officer, employee, or agent of the City of Chicago or other unit of local government who exercises any decision-making authority with regard to this lease agreement or any governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease 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 lease agreement, or to any benefit to arise herefrom, if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

(c) The conflict of interest and ethics provisions of Chapters 26.2-29 and 26.26-26 of the Municipal Code of Chicago are hereby incorporated by reference.

6.05

This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06

Any headings of this lease 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 lease agreement.

6.07

If any provision of this lease 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 lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08

No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

6.09

All of the terms and provisions of the lease agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 7. Notices.

Any and all notices given or required under this lease 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 General Services
Real Estate Office
320 North Clark Street
Room 505
Chicago, Illinois 60610
Attention: Supervisor of Leasing

and

Office of Special Events
City Hall, Room 703
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

If To The Promoter:

The Polish American Congress
5844 North Milwaukee Avenue
Chicago, Illinois 60646
Attention: Richard Owsiany

Notices mailed in accordance with this section shall be deemed effective upon mailing.
Notices delivered personally shall be deemed effective upon receipt.

Section 8. Authority.

8.01

The Promoter shall provide to the City a copy of its articles of incorporation, a current certificate of good standing, and a duly adopted resolution of its directors authorizing execution of this lease agreement.

8.02

Execution of this lease agreement by the City was authorized by an ordinance of the City Council of the City of Chicago passed on _____ (Council Journal of Proceedings page _____).

8.03

The applicable City of Chicago Fund is 355.

In Witness Whereof, The parties have caused this lease agreement to be signed as of the first date written above.

[Signature forms omitted for printing purposes.]

Exhibits "A" through "H" attached to this lease agreement read as follows:

Exhibit "A".

"Site Map".

[To Be Provided By The Promoter]

Exhibit "B".

"Proposal".

[To Be Provided By The Promoter]

Exhibit "C".

"Production Plan".

[To Be Provided By The Promoter]

*Exhibit "D".**Mayor's Office Of Special Events**Rules And Regulations.*

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1989 Navy Pier Festivals (Festivals) be of a professional standard and that Navy Pier be properly used and maintained.

1. Festival Hours:

Setup Time

The Promoter shall commence setup on or after 8:00 A.M., on the 12th day of July, 1989, and such setup shall be completed not later than 11:59 A.M. on the 14th day of July, 1989.

The Pier shall be opened to the Festival patrons on July 14, 1989, from 3:00 P.M. through Midnight; on July 15, 1989, from Noon to Midnight; and July 16, 1989, from Noon to Midnight.

Breakdown Time

The Promoter shall be allowed breakdown time from 12:01 A.M. on the 17th day of July, 1989, until 11:59 P.M. on the 18th day of July, 1989.

The Promoter shall inform the City of its work schedule, including without limitation production setup and breakdown times, in order to coordinate supervision and security. The Promoter shall schedule setup, breakdown and Festival entertainment such that it shall run not later than 10:30 P.M. on July 14 and 15, 1989 and not later than 9:00 P.M. on July 16, 1989.

2. Equipment Installation. All equipment, structures and materials not needed by the Festival immediately following this Festival shall be removed from the site by Midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining on Navy Pier after a Festival and not needed or wanted by the immediately following Festival shall be considered abandoned, may be removed by the City and, thereupon, shall become the property of the City.

3. Attendance. The Promoters shall monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police and Fire Departments and shall close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. Maintenance and Restoration. Prior to the scheduled date for the Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Department of General Services shall tour Navy Pier in order to determine the condition of Navy Pier at the time that the Festival arrives on the site. After the Festival, representatives shall again tour Navy Pier to determine any damage incurred during that Festival's operation. The Promoter shall also be responsible for the daily maintenance and repair of Navy Pier during the term of its lease.

5. Food and Beverage Operations. The Promoter shall not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales shall be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently displayed. The Promoter shall monitor alcohol sales in cooperation with the Chicago Police Department and shall stop sales if the Police Department deems it necessary for public safety. The Promoter shall require its vendors to check age documentation when appropriate. The Promoter shall submit a list of vendors to the Department of Revenue, the Department of Consumer Services, and M.O.S.E. in sufficient time to permit a reasonable review before the start of the Festival.

The Promoter shall pay or cause to be paid to the Department of Consumer Services an assessed fee for the inspection of its vendors and shall require its vendors to comply with all rules, regulations and requirements concerning food and beverage operations. The Promoter shall monitor its vendors to ensure proper disposal of waste materials, including grease and water. All food preparation areas must be regularly covered with clean cardboard or other absorbent materials. The Promoter shall also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who shall be responsible for monitoring and supervising the food vendors on the Pier grounds.

6. Deliveries. The Promoter shall ensure that a staff person or vendor is present at Navy Pier for all deliveries and pickups.

7. Insurance. The Promoter shall submit to the Department of General Services and to the Comptroller's Office of Risk Management a copy of an insurance policy showing One Million Dollars general liability coverage, naming the City, its officials, employees, and agents, as additional insured, at least ten (10) days before the beginning of its Festival. This policy shall also hold the City, its officials, agents and employees, free from liability and litigation. The Promoter shall also obtain other appropriate insurance coverage, including without limitation, property insurance, dram shop insurance, and workers' compensation in commercially reasonable amounts. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall require subcontractors and vendors to present certificates of insurance in commercially reasonable amounts, naming the City, its officials, employees, and agents, as additional insured.

8. Vehicles. The Promoter shall limit the number of vehicles driving on Navy Pier in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. The Promoter shall supervise all vehicles before, during and after the Festival.

9. Electricity. The Promoter shall hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor shall be affiliated with I.B.E.W. An Edison meter shall be installed by the Promoter in the "Outlet Area" and full costs for its electricity shall be borne by the Promoter. The Promoter shall adhere to the recommendations of City electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. Sanitation and Sewerage. The Promoter shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Water Reclamation District of Greater Chicago, the Office of the Cook County State's Attorney, the Water Department, Department of Sewers and the Department of General Services. All portable toilets and chemical toilets in trailers shall be pumped out at least once daily and disposed of at a City-approved site by a toilet company employed by the Promoter. In the event of rain, the storm sewers shall be pumped out by the City's vactor truck and the water removed from the site. Catchbasins shall be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. All scupper drains must be sealed during the period of this lease agreement. No waste shall be disposed of in catchbasins, but shall be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In addition, the Promoter shall provide constant on-site cleanup of Navy Pier and areas immediately adjacent thereto during the Festival. The Promoter shall clean the grounds and sweep the sidewalks after each day of operation. Cleanup on the east, uncurbed end of Navy Pier must be performed by manual sweeping and, if necessary, by mopping operations at all times during the Festival and until all debris has been removed from the paved surfaces. All oil, grease and other stains shall be removed from the concrete and grounds and Navy Pier shall be cleaned of all trash by Midnight Tuesday after the Festival ends.

11. Construction. The Promoter shall consult with the Department of General Services concerning any construction. Structures shall be free-standing whenever possible.

12. Fireworks. The Promoter shall consult with M.O.S.E. and the Fire Department concerning procedures for fireworks expositions and shall secure all necessary permits and pay all necessary fees for fireworks, if any. The Promoter shall obtain insurance in an amount of no less than One Million Dollars covering its fireworks display and naming the City of Chicago, its officials, employees, and agents, as an additional insured.

13. Promotional Materials. The Promoter shall limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. Extra Attractions. The Promoter shall consult with M.O.S.E. staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides. Certain games of chance may be permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue for such operations. Any game of chance shall conform to the Charitable Game Act of the State of Illinois. The

Promoter shall not operate mechanical rides on Navy Pier or any adjacent areas immediately thereto in connection with any Festival. The Promoter shall contact and cooperate with the City of Chicago Department of Animal Care and Control regarding any animals to be brought onto Navy Pier in connection with its Festival.

15. M.O.S.E. Services. M.O.S.E. shall provide pre-production, on-site installation and operation, and post-production technical assistance. M.O.S.E. shall assist the Promoter in arranging for services from police, fire, sanitation, revenue, consumer services and other City departments and agencies. The providing of such services shall be subject to such fees, and any rules and regulations as may be set by those departments.

16. On-Site Representation. The Promoter shall have a representative at Navy Pier at all times during the Festival for consultation with M.O.S.E. and other City departments. The Promoter shall identify the names and telephone or radio numbers of critical management staff, such as directors and construction supervisors, to M.O.S.E. in order that on-site decisions can be made and representatives contacted during the Festival.

17. Content of Festival. The Promoter warrants and represents that the Festival produced shall be substantially the same as the event originally proposed to M.O.S.E. The Promoter acknowledges that the City has agreed to lease space at Navy Pier for the 1989 season only.

18. Medical. The Promoter shall have on-site a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons or personnel. The Promoter shall train its staff in reporting any medical emergencies and obtaining ambulance services to hospitals. The Promoter shall have "Emergency Medical Teams" present on Navy Pier during the Festival, when appropriate.

19. Security. The Promoter shall obtain private security personnel in order to provide adequate security to protect the public. All Festival personnel shall cooperate with the Chicago Police Department during the Festival and shall follow police instructions concerning the protection of the public safety.

Exhibit "E".

Department Of General Services

Requirements For The Use Of Navy Pier

For The 1989 Ethnic Festivals.

- A. If Navy Pier or any portion thereof, including without limitation, any and all utilities shall be damaged by the act, default or negligence of the Promoter or of Promoter's agents, contractors, vendors, employees, patrons, guests or any person

admitted to said premises, Promoter shall restore such property to that condition existing just prior to the Festival at Promoter's sole expense, or Promoter upon demand by the City shall promptly pay to the City those sums reasonably necessary to complete such restoration.

- B. Without prior consent from the Commissioner of General Services, Promoter shall not operate or put up any engine, motor, or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purpose, or any other agent other than electricity for illuminating the demised premises.
- C. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of Navy Pier shall be obstructed by Promoter or used for any purpose other than ingress and egress. The doors, skylights, stairways or openings that reflect or admit light into any place in the buildings on Navy Pier, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Promoter unless prior written consent is given by the Commissioner of General Services. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Promoter shall not permit chairs or movable sets to be or remain in the passageways at any time.
- D. City shall have the exclusive right to collect and have custody of articles left on Navy Pier by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Promoter, or any other persons in the Promoter's employ, shall not collect nor interfere with collection or custody of such articles. Any property remaining unclaimed at the end of the Festival shall be and become the property of the City.
- E. City reserves the right to eject any person or persons from Navy Pier deemed to present a threat to the public health, safety, or welfare. The Promoter hereby waives any right and all claims for damages against the City, its officials, employees and agents in connection with such removal.
- F. Promoter must pay costs of any necessary City personnel that are not normally assigned to Navy Pier and any that must work beyond normal working hours. This will include but is not limited to electricians, sound technicians and operating engineers.
- G. Designated City personnel shall be permitted to enter Navy Pier at any time and on any occasion without charge.
- H. No performance, exhibition or entertainment shall be given or held on Navy Pier which may be unsuitable for family entertainment in the sole reasonable determination of the City.
- I. Promoter shall provide at its own expense all necessary ushers, crowd director, and any security service and trash pickup service, or as may be required by the

Commissioner of General Services and Mayor's Office of Special Events, for the Festival, including the setup and breakdown period.

- J. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and Illinois State Statutes.
- K. Promoter shall not permit more than 4,000 persons to be allowed in Auditorium/Recreation/Sheds and Terminal Buildings at any one time during term of lease.
- L. Promoter will comply with all City sales tax and City amusement tax requirements.
- M. Promoter must take East End and Sheds in existing condition. A walk through with City personnel must occur before Promoter assumes occupancy and immediately following breakdown.
- N. Axle load limitations will be imposed that now exist for the entry ramps (7,000 pounds/axle).

Exhibit "F".

Metropolitan Water Reclamation District Of

Greater Chicago (M.W.R.D.G.C.).

Requirements For The Use Of Navy Pier

For The 1989 Ethnic Festivals.

The Promoter shall be responsible for preventing any pollution to Lake Michigan and the storm sewer system servicing Navy Pier which may result from the operation of the Festival. In order to ensure that no pollution occurs, the Promoter shall adhere to the following procedures and measures:

1. The Promoter shall provide a minimum of one waste water drum per food vendor which shall receive wash waters from food preparation. Each drum shall be pumped out nightly and wastes shall be transported off-site for proper disposal. Such drums shall be placed in a central location accessible

to the vendors as well as the service contractor and each drum shall have a screen over the open top to prevent the entry of large debris.

2. The Promoter shall provide an adequate number of grease receptacles for use by vendors who require grease disposal services, with post-event servicing at a minimum or more frequent service, if appropriate.
3. The Promoter shall provide an adequate maintenance staff to maintain the trash receptacles and the grounds area to prevent debris from entering the lake or the storm system.
4. The Promoter shall provide an adequate number of washroom facilities to serve the needs of the projected crowd volume with no less than daily servicing to prevent overload and spillage into the storm system. An "adequate number" is defined as no less than one portable toilet per 200 persons if no other facilities are reasonably available. Portable toilets shall be located at key locations along the length of Navy Pier. Proper facilities shall also be available for handicapped patrons.
5. The Promoter shall permit storm sewers to be sealed throughout the Festival to prevent discharge into the storm system.
6. The Promoter shall require the vendors participating in the Festival to utilize appropriate waste receptacles and to discharge nothing into the storm sewer system, into the waters of Lake Michigan, or on Navy Pier.

Any costs or expenses incurred by the M.W.R.D.G.C. as a result of the operation of the Festival shall be the responsibility of the Promoter and the Promoter agrees to pay such charges promptly upon demand.

Exhibit "G".

Chicago Fire Department Requirements For 1989 Ethnic Festivals

At Navy Pier.

The Promoter shall ensure that:

1. All food vendors have a working fire extinguisher in the booth where they are cooking.

2. All food vendors using gas pre-convert their equipment with fittings approved by the gas institute.
3. A central location be used for storing gas containers.
4. A single vendor be used whenever possible to supply all gas tanks, collect empties and distribute gas.
5. All gas tanks be secured to prevent accidental movement.
6. A bucket of water be supplied in every booth that grills with open fires.
7. If 200 or more chairs are used in any area, they shall be ganged together in groups of five.
8. The south dock be used as an additional exit during all Festival hours.

Exhibit "H".

Guidelines For Food Handling At Neighborhood Festivals

Or Temporary Food Service Events

Developed By Department Of Health,

City Of Chicago

And

Chicago Hospitality Institute

Chicago Citywide College, City Colleges Of Chicago.

Introduction: These guidelines have been prepared for your protection and to minimize the possibility of food-borne illness incidents at Chicago's Festivals and temporary food service events.

History has borne out the fact that efforts on the part of sanitarians throughout the United States, in all areas of environmental concern, including food protection, have greatly

enhanced the quality of life of all of our citizens. These efforts have been a key factor in making the quality, safety and nutritional level of foods throughout our land second to none.

Please remember that these are very basic ideas and are by no means all inclusive. Only a case-by-case study by the Department of Health will determine the requirements necessary for your individual event. Our intent is to keep your event a safe and pleasurable one.

It is illegal to hold or operate a fair, carnival, show, sporting event or any other such activity where persons gather and food is served to the public, without notifying the Departments of Health (Food Protection Division) and Revenue.

A plan and report of the proposed activity must be submitted to the Department of Health approximately thirty (30) days prior to the scheduled date of the activity, including an outline map of the area to be used, showing the location of all proposed food service areas, with detailed drawings of each stand showing equipment intended to be used therein.

Definition -- Temporary Food Service Establishment means a food service establishment that operates at a fixed location for a period of time of not more than fourteen (14) consecutive days in conjunction with a single event or celebration, such as a fair, carnival, circus, or public exhibition.

Temporary Food Service Establishments -- General. A temporary food service establishment shall comply with the requirements of these Rules and Regulations, except as otherwise provided in this part. The health officer may impose additional requirements to protect against health hazards related to the conduct of the temporary food service establishments and may prohibit the sale of some or all potentially hazardous foods, and may waive or modify requirements of these Rules and Regulations other than in this part, when, in his/her opinion a health hazard is not likely to result from such waiver or modification.

Temporary Food Service Establishments -- Restricted Operations. Only those potentially hazardous foods requiring limited preparation shall be prepared or served. The preparation or service of other potentially hazardous foods, including pastries filled with cream or synthetic cream, custards and similar products, and salads or sandwiches containing meat, poultry, eggs is prohibited. However, this prohibition does not apply to any potentially hazardous food that has been prepared and packaged under conditions meeting the requirements of these Rules and Regulations, is obtained in individual servings, is stored at a temperature of forty-five degrees Fahrenheit (45° F) (seven degrees Celsius (7° C)) or below or at a temperature of one hundred forty degrees Fahrenheit (140° F) (fifty-six degrees Celsius (56° C)) or above in facilities meeting the requirements of these Rules and Regulations, and is served directly in the unopened container in which it was packaged.

The Department Of Health May, Without Warning, Or Hearing, Suspend Any Permit To Operate A Food Service Establishment, If The Permittee Does Not Comply With The Requirements Of These Rules And Regulations, Or The Lawful Directives Of The Health Officer, Or If The Operation Of The Establishment Is Not In Compliance With The Requirements Of These Rules And Regulations, Or If Violations Of These Rules And

Regulations Have Not Been Corrected Within The Time Specified In An Inspection Report; Provided, That The Department Of Health Shall Suspend The Permit Of A Food Service Establishment Whenever The Operation Of Such Food Service Establishment Constitutes A Substantial Hazard To Public Health. Suspension Is Effective Upon Service Of Written Notice. When A Permit Is Suspended, Food Service Operations Shall Immediately Cease.

Food-borne illness, despite the progress which has been achieved in food protection programs, continues to be a major public health concern. A food-borne illness is a disease that is carried or transmitted to its victim by food or improper food handling. If the guidelines below are followed, the possibility of food-borne illness will be minimized.

A. Food.

All food shall be clean, wholesome, free and adulteration and misbranding.

Source:

- a) All food and drink sold or served must originate from licensed food sources.

Health reason: The sound condition, proper labeling, and safety of food are basic requirements for the protection of public health.

- b) No food or drink cooked or prepared in the home (canned food included) will be allowed to be sold, served, or given away.

Health reason: Food, if mishandled, can become contaminated with filth, pathogenic microorganisms or toxic chemicals. Carriers of disease-causing organisms may, without proper equipment in preparation and transportation, cause food-borne illness.

B. Containers And Labels:

- a) All beverages must be sold in original containers or from dispensers filled in licensed sources. Food not in its original container shall be labeled.

Health reason: Reduces the potential of contamination in on-site preparation.

- b) Milk for drinking purposes shall be dispensed from an unopened, commercially filled package not exceeding one pint in capacity or from a mechanical, bulk milk dispenser.

Health reason: Reduces the potential of contamination in on-site preparation.

C. Food Protection:

- a) All food must be shielded from the public with some type of protective covering. Handling, coughing, or sneezing over the food can very easily contaminate the food.

Health reason: Prevent contamination from insects, dirt, droplet infection (sneezing and coughing).

- b) All perishable foods should be stored in a manner to protect against spoilage. Refrigeration is required. Cold packs, ice, chemical filled dry ice are also recommended. Hot-holding facilities are required.

1) All cold potentially hazardous foods requiring refrigeration must be maintained at an internal temperature of 45° F or below.

2) Hot foods after being cooked should be kept warm (140° F) until sold.

Health reason: Proper storage temperature of all potentially hazardous foods assures minimal contamination from growth of pathogens, and is required.

- c) Ice shall be obtained from an approved commercial source in either chipped, crushed or cubed form and shall be received in single use, closed bags.

Health reason: Reduces the potential of contamination in on-site preparation.

- d) All food shall be stored off the ground (i.e., on pallets or shelves) and shall be covered to prevent contamination by dust, insects, rain and other contaminants.

Health reason: Prevent contamination from insects, dirt, droplet infection (sneezing and coughing), contaminated ground spillage.

- e) Wet storage (non-drained ice) of food is prohibited, except that cans of non-potentially hazardous beverages (i.e., soft drinks, bottled water, beer) may be stored when the water contains at least 100 p.p.m. chlorine (3 tablespoons per gallon) and is changed at least twice a day or more if needed to keep the sanitizer at that level.

Health reason: Prevents contamination of product through absorption of product container by melted ice water.

- f) When food is served (particularly chicken) the preparation area (cutting board, et cetera) should be sanitized after each use to avoid cross contamination.

Health reason: Raw poultry and other foods may contain salmonella (food poisoning organism). Improper handling of unsanitized contaminated utensils may recontaminate other foods being prepared.

- g) Potentially hazardous foods* can only be thawed in mechanical refrigeration (temperatures less than 45° F), in cold, running water, or cooked frozen.

Health reason: Proper storage temperature of cold foods assures minimal contamination from growth of pathogens.

- h) All potentially hazardous foods must be cooked to the required internal temperatures. For example:

1. Poultry -- internal temperature of 165° F.
2. Pork and all hams (including "precooked") -- internal temperature of 150° F.
3. Beef -- internal temperature of 140° F.

Potentially hazardous food products not meeting these temperature requirements shall be summarily disposed of.

* Potentially hazardous food means any food that consists in whole or in part of milk or milk products, eggs (including whole, shell eggs), meat, poultry, fish, shellfish, edible crustacea, or other ingredients, including synthetic ingredients, in a form capable of supporting rapid and progressive growth of infectious or toxigenic microorganisms. The term does not include foods which have a pH level of 4.6 or below or a water activity (a_w) value of 0.85 or less.

Health reason: Microorganisms innately peculiar to specific foods will be destroyed at these temperatures.

- i) Condiments such as mustard, catsup, sugar, et cetera, shall be individually packaged or dispensed from a container which protects the condiment from contamination, i.e., pump dispenser or "squeeze" type bottle. Condiments that cannot be poured, such as onions (sliced or diced), pickles, et cetera, shall, when possible, be dispensed from a container with a self-closing lid.

Health reason: To prevent the contamination of food and food contact surfaces and potential transmission of food-borne illness.

- j) Food and ice shall be handled with scoops, tongs, spoons or other appropriate utensils. Ice shall not be hand-dipped or dispensed with a glass or cup.

Health reason: To prevent the contamination of food and food contact surfaces and potential transmission of food-borne illness.

- k) Scoops, tongs and other serving utensils shall be stored:
 - 1. in the food with the handle extended out of the food; or
 - 2. stored clean and dry; or
 - 3. stored in water with a 100 p.p.m. free residual chlorine (3 tablespoons per gallon) and is changed at least twice a day or more if needed to keep both the water and containers clean.
- l) All potentially hazardous foods must be removed from the booth at the end of the day. Foods requiring refrigeration must be stored in the monitored refrigerated vehicles on-site or in refrigeration at the discussed licensed facility.
- m) Each mechanically refrigerated unit shall be provided with a thermometer which is accurate to plus or minus 2° F.
- n) Each stand which serves potentially hazardous foods shall have, and use, a metal, stem-type thermometer which is numerically scaled in 2° F increments from at least 0° to 165° F, and is accurate to plus or minus 2° F to assure the attainment and maintenance of the temperature requirements.

D. Personnel.

Personal Hygiene:

- a) The following individuals shall not work in a food stand:
1. Personnel with infected cuts, burns or boils on their hands or arms; and/or
 2. Personnel with diarrhea or who are carriers of a food-borne pathogen; and/or
 3. Personnel with a respiratory infection.
- b) Fingernails shall be clean and trimmed.
- c) Hands and arms shall be washed with clean water and soap before starting work, after each visit to the toilet, and as frequently as necessary during the day to maintain clean hands and arms.
- d) Handwashing facilities shall be provided and used in each establishment. The minimum facilities shall consist of a basin, clean water, soap and paper towels. Common towels are prohibited.
- e) Employees shall wear clean outer clothing.
- f) Employees shall wear effective hair restraints. Examples of effective hair restraints are hairnets and billed "baseball caps" where the hair is covered and contained. Hair spray shall not be allowed in lieu of an effective hair restraint.
- g) Mustache or beard restraints shall be used for any facial hair exceeding one inch in length.
- h) Eating, drinking, smoking or other use of tobacco is not permitted in the food preparation or sales areas.

Health reason: To prevent the contamination of food and food contact surfaces and potential transmission of food-borne illness.

Food, if mishandled, can become contaminated with filth, pathogenic microorganisms or toxic chemicals. Carriers of disease-causing organisms may,

without proper equipment in preparation and transportation, cause food-borne illness.

E. Food Equipment, Utensils.

Customer Utensils:

- a) Only single-service utensils (fork, knife, spoon, plate and cup) shall be provided to the customer. No single-service article can be reused.
- b) Single-service articles shall not be stored on the floor or ground and shall be stored and dispensed in a manner that prevents contamination.
- c) Single-service cups shall be dispensed from an approved tube dispenser or from the plastic shipping wrap surrounding each stack of cups. The cups shall be dispensed in a manner that prevents contamination of the interior or surfaces that come into contact with the mouth of the consumer. No dishwashing will be allowed. There must be an adequate means for transporting dirty cooking utensils. Vendors must supply enough food utensils to meet the needs of the entire day's business.

Food Contact Equipment/Surfaces:

- a) Food contact equipment and surfaces shall be smooth, easily cleanable, non-absorbent, of food-grade materials and be in good repair. Chipped or glazed enamelware, wood, or galvanized surfaces are not acceptable food contact surfaces. Wood daubers are prohibited.
- b) Cooking surfaces shall be cleaned at least once a day or more frequently if needed.
- c) Wiping cloths or sponges used for cleaning food contact surfaces shall be clean. The cloths and sponges shall be stored in a sanitizing solution maintained at a minimum of 100 p.p.m. chlorine (3 tablespoons per gallon changed every 4 hours) between uses.
- d) Wiping cloths or sponges used for cleaning non-food contact surfaces shall be cleaned and stored in a sanitizing solution maintained at a minimum of 100 p.p.m. chlorine (3 tablespoons per gallon changed every 4 hours) between uses.

Health reason: Food, if mishandled, can become contaminated with filth, pathogenic microorganisms or toxic chemicals. Carriers of disease-causing

organisms may, without proper equipment in preparation and transportation, cause food-borne illness.

F. Water/Sewage.

Vendor Waste Generation and Handling:

- a) Waste Waters -- A minimum of one 55 gallon drum open at one end with its end covered by a tightly fitting 1/4 inch mesh screen will be supplied to each vendor to receive food preparation waste water. Additional drums will be available for vendors who generate more than one drum per day.
- b) Waste Water Service -- Each waste water drum and beer icing barrel will be pumped out nightly by a contractor who has vacuum tank truck equipment. The accumulated water will then be delivered to the M.W.R.D. (Metropolitan Water Reclamation District) for disposal.
- c) Cooking Oils and Greases -- Each vendor who performs a deep fat frying function will be supplied one 55 gallon open head drum with a tightly fitting solid lid in which he will dispose of all waste grease generated.
- d) Waste Grease Removal -- Waste grease will be removed nightly by a grease rendering contractor contracted to perform this task for the event. Materials will be removed from the site to an appropriate reprocessing facility.
- e) Charcoal Ash Waste and Removal -- Any vendor who operates a charcoal fire cooking table will be supplied with one open head 55 gallon drum with a tightly fitting lid. Additional drums will be made available as they will only be serviced at the end of the event because of the residual fire potential.
- f) Container Identification -- Each individual drum's purpose will be clearly marked on its side and each will be color coded according to the previously used code. Black = Grease; Blue = Waste Water; Red = Charcoal; Yellow or Brown = Trash.
- g) Drum Positioning -- All vendor use drums will be located within or immediately adjacent to the food preparation area away from patron access and possible use and contamination.

The food stand operator shall keep the grounds surrounding his/her stand free of food scraps, paper and other debris. No wastes will be disposed of in the public sewers in the event site.

Health reason: Necessary to minimize odors, prevent breeding place for insects and rodents and prevent soiling of food preparation and food service area.

G. Construction:

- a) The walls and ceiling shall be made of wood, canvas or other material which protects the interior from the weather.

The canvas overhang shall be constructed in such a manner that it will extend beyond the perimeter of each booth affording water drainage away from the food preparation area in all cases.

- b) All wood framing shall be freshly painted so that it is smooth, easily cleanable and non-absorbent.
- c) The floor in the food preparation area shall be well drained concrete or asphalt. Sawdust shall not be used as floor covering.
- d) The street surface within each vendor tent or food preparation area will be covered by a minimum of one layer of double-faced kraft box board material. Food and grease stained segments will be replaced minimally on a daily basis or more often if necessary. Any water-soaked material will be replaced immediately. Sufficient quantities of this box board material must be immediately on hand to accomplish this requirement.
- e) Light bulbs or tubes inside the food preparation area shall be shielded or be of "shatter-resistant" construction.

H. Toxic Chemicals:

- a) No toxic chemicals shall be stored in or around the food service area. Any chlorine container, when used, must be properly labeled and handled under the supervision of the certified Summer Festival booth operator.

I. General:

- a) At all times food is handled, a person who has completed Summer Festival Sanitation Training for the current year must be present at the booth and should be proudly displayed.

*Department Of Health**Temporary Food Service Establishment.***Pre-Opening Self-Checklist.**

These conditions apply to all food concessions. Numbers correspond to item numbers on our inspection report. We hope this checklist will assist you in keeping your event safe.

Establishment Name:

Date:

1. All food supplies must be from approved sources.
4. a. There must be sufficient mechanical refrigeration which will hold food temperatures below 45° F at all times.
 b. There must be sufficient cooking and hot-holding equipment to cook and hold all hot foods above 140° F.
5. a. Provide appropriate thermometers for each refrigerator, freezer and hot-holding unit.
 b. Provide a metal-stemmed thermometer to check cooking, hot-holding and cooling temperatures.
8. Condiments must be provided in individual packets or approved dispensers. Beverages must be sold in original containers or from dispensers filled in licensed sources.
12. There must be available containers of potable water sufficient to last or be replenished throughout the day to use for hand washing. Soap and sanitary paper towels or handi-wipes must also be available for hand washing.
13. Hair restraints must be available for all employees.
14. All food contact surfaces must be of approved materials and in good repair (no rust, peeling paint, raw wood, wood utensils, galvanized containers, chipped enamel, garbage bags to hold food, scored cutting boards).

15. All non-food contact surfaces must be of approved materials and in good repair (no raw wood surfaces, peeling paint, rust, absorbent materials).
16. No dishwashing will be allowed. There must be an adequate means of transporting dirty cooking utensils.
20. An approved sanitizer must be available (bleach is acceptable).
22. All food contact surfaces must be clean.
23. All other non-food contact surfaces must be clean.
25. Only single-service plates, cups, bowls, forks, spoons, knives, may be used by the consumer.
28. Waste grease must be stored in and disposed of in approved containers.
33. Provide cleanable waste containers for garbage, litter and grease which are covered.
35. Outside cooking equipment must be restricted and protected. The preparation area must be designated and separate.

Daily Self-Inspection.

The following checklist may be an aid in conducting a self-inspection while operating your food concession. Numbers correspond to item numbers in our inspection report. A routine inspection may not be limited to these items only.

Establishment Name:

Date:

1. Do not save leftovers for use the next day. All food must be in good condition, free of spoilage and obtained from approved sources. Home-canned and home-prepared food is prohibited.
2. Label all containers of food.
3. Cook meat and other potentially hazardous foods to a safe internal temperature:

beef 140° F

pork 150° F

poultry 165° F

Keep potentially hazardous food (foods consisting in whole or part of milk or milk products, eggs, meat, fish and shellfish) above 140° F or below 45° F at all times.

4. [] Use a metal-stemmed thermometer (not glass) to check food temperatures often.
5. [] Thaw potentially hazardous food in a refrigerator or cook frozen.
6. [] Store raw meat and poultry so the meat or bloody liquid will not touch or drip onto food that will not be cooked later.
7. []
 - a. Keep food covered and off the ground:
 - b. All food must be shielded from the public with some type of protective covering, plastic or a glass enclosure.
8. [] Use utensils whenever possible. Minimize hand contact with food.
9. [] Store food and ice scoops so the handle does not touch the food or ice, or so that the scoops do not get dirty or contaminated.
10. [] Do not eat, smoke, or drink in the concession. Wash hands before starting work. Wash hands after using the toilet, taking a break, touching raw meat or any other contaminated object. Do not reuse cloth towels.
11. [] Everyone in the concession must wear effective hair restraints (hat, cap, scarf or net) and clean clothes.
12. [] Ice shall be obtained only in chipped, crushed or cubed form and in single-use safe plastic or wet-strength paper bags filled and sealed at the point of manufacture. The ice shall be held in these bags until it is dispensed in a way that protects it from contamination.
13. [] Use separate containers of sanitizer for a) wiping food contact equipment and b) non-food contact surfaces. Store wet cloths or sponges in the sanitizer between uses.
14. [] Clean and sanitize food equipment often during the day to prevent dried, encrusted food buildup.
15. [] Non-food contact surfaces must be cleaned daily to prevent any buildup.

16. [] Keep clean equipment covered, off the floor and protected when not in use. Do not towel dry utensils. Store handles of utensils in one direction.
17. [] Keep single service items covered in their original container until used. Dispense cups from sleeve or cup dispenser.
18. [] Keep floors clean and litter free.
19. [] Store all clothes, shoes, purses and other personal items separately from food utensils and single service items.
20. [] a. Keep litter, paper and food scraps cleaned up around the concession. Eliminate any pooling water.
- b. Protect clean linen and store properly. Store dirty linen in a laundry bag or cleanable container.

Exhibit "1".
(3 of 6)

Alamo, Incorporated.

(Viva Mexico Festival)

Lease Agreement For Navy Pier.

This Lease Agreement is made as of _____, 1989, by and between the City of Chicago, a municipal corporation and a home rule government under Article VII, Section 6(a), of the 1970 Constitution of the State of Illinois ("City") and Cardenas Fernandez & Associates ("Promoter").

Recitals.

Whereas, The Promoter desires the use of certain property, commonly known as Navy Pier and more specifically described on Exhibit "A", which is attached hereto and incorporated hereby (the "Navy Pier"), for the purpose of conducting a festival to be known as Viva Mexico ("Festival"); and

Whereas, The Festival creates a unique opportunity for the City to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

Whereas, The Festival further creates unique opportunities to promote tourism in the City and to generate employment opportunities for Chicago residents, both of which are in the public interest;

Now, Therefore, In consideration of the mutual covenants and promises 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 In And Made A Part Of This Lease Agreement As Though Fully Set Forth Herein.

Section 2. Obligations Of The City.

2.01

The City does hereby grant the Promoter the sole and exclusive privilege of occupying and using those designated areas of Navy Pier, more fully described on Exhibit "A", attached hereto, for the period beginning Noon on July 19, 1989, and ending at Midnight on July 25, 1989, inclusive of the time required for necessary cleanup and restoration, in order to conduct its Festival.

2.02

The City shall provide assistance in the pre-production, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City shall also provide the Promoter, at no charge, with a liaison to assist the Promoter in arranging for the necessary City services and permits, subject to such fees as may be set by the various City departments and agencies, including but not limited to license or inspectional fees, and to assist the Promoter in its communications with such City departments and agencies as may become involved in the production of the Festival.

2.03

The City shall make available at no additional charge certain equipment and services as may be necessary to the continued production of the Festival, including a vactor truck, sprinkler fitters, and a maximum number of 200 picnic tables. The City and the Promoter shall jointly inspect the picnic tables before and after the Festival, and the Promoter agrees to restore such tables to a condition no less than that which existed before the Festival. The City shall not collect a security deposit for the picnic tables in consideration of the Promoter's promise to pay promptly any charges for damage to the picnic tables as a result of their use during the Festival.

Section 3. Obligations Of The Promoter.

3.01

The Promoter shall pay the City a fee of \$4,000 for the use of Navy Pier under the term of this lease. One half of the total fee shall be paid no later than seven business days prior to the commencement date of the term of the lease by certified check payable to the "City of Chicago Fund No. 648-38", and the balance of the fee shall be paid in the same manner no later than Noon the day following the opening of the Festival to the public.

3.02

The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as Exhibit "B". The Promoter shall also submit a production plan for the Festival which must be acceptable to the City. The production plan is attached hereto and incorporated hereby as Exhibit "C".

3.03

(a) The Promoter shall observe and comply with the rules and regulations promulgated by the City of Chicago Office of Special Events for the production of the Festival, a copy of which is attached hereto and incorporated hereby as Exhibit "D", and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City of Chicago Department of General Services on the use of Navy Pier, a copy of which is attached hereto and incorporated hereby as Exhibit "E", and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Water Reclamation District of Greater Chicago on the use of Navy Pier, a

copy of which is attached hereto and incorporated hereby as Exhibit "F", and shall cooperate with the City in the implementation thereof.

(d) The Promoter shall observe and comply with the rules and regulations promulgated by the City of Chicago Fire Department for the production of the Festival, a copy of which is attached hereto and incorporated hereby as Exhibit "G", and shall cooperate with the City in the implementation thereof.

(e) The Promoter shall observe and comply with the "Guideline for Food Handling at Neighborhood Festivals or Temporary Food Service Events", developed by the City of Chicago Department of Health, a copy of which is attached hereto and incorporated hereby as Exhibit "H", and shall cooperate with the City in the implementation thereof.

3.04

(a) The Promoter agrees that it shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations and Executive Orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, mental or physical handicap unrelated to ability to perform, or national origin, or otherwise commit an unfair employment practice. Promoter 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, mental or physical handicap unrelated to ability to perform, 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. Promoter shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Promoter shall incorporate this clause 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 lease agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 30 C.F.R. 12319, as modified by Executive Order 11375 issued October 13, 1967, 32 C.F.R. 14303 and Executive Order 120865 issued October 5, 1978, 43 C.F.R. 46501 and as further amended by Federal Reorganization Plan No. 2 of 1978, Section 102, 43 C.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., Chapter 29, Secs. 17 to 24 inclusive; ordinances passed by the City Council of the City of Chicago, on August 21, 1945, page 3876 of the Journal of Proceedings (Municipal Code of Chicago, Ch. 198.7A), and on December 21, 1988, page 23526 of the Journal of Proceedings; and the provisions of 41 C.F.R. Chapter 60.

(c) The Promoter shall, at its own cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the

lease. The Promoter shall execute an anti-apartheid and an anti-collusion certification as described by Chapter 26 of the Municipal Code of the City of Chicago. The Promoter shall further provide the City of Chicago with an economic disclosure statement and a copy of financial statements relating to the Festival.

3.05

The Promoter agrees to indemnify, defend, keep, and save harmless the City of Chicago, its agents, officials, and employees, against all suits or claims of any kind whatsoever arising, directly or indirectly, out of or by reason of this lease agreement, its execution and/or its performance.

3.06

The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable to the City of Chicago Comptroller, Risk Management Office, in the amount of no less than One Million Dollars (\$1,000,000.00), naming the City of Chicago, its officials, employees and agents, as additional insureds. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dramshop insurance, and workers' compensation, naming the City of Chicago, its officials, employees, and agents, as additional insureds. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City of Chicago Comptroller, Risk Management Office, satisfactory evidence of the necessary insurance coverage not later than seven (7) business days prior to the commencement date of the term of the lease. The Promoter shall also require all subcontractors and vendors to present to the City of Chicago Comptroller, Risk Management Office, certificates of insurance in commercially reasonable amounts for all applicable work.

3.07

The Promoter hereby acknowledges that it has inspected Navy Pier and its facilities, that it is satisfied with its physical condition and its suitability for its intended use, and that, subject to any exceptions of which it has given written notice to the City, it accepts Navy Pier and its facilities in the condition existing at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held on Navy Pier and that Navy Pier's general condition may be affected by any festivals preceding its Festival. In the event that Navy Pier should become untenable prior to or during the Festival for any reason, the Promoter agrees to indemnify, defend, keep and save harmless the City of Chicago, its officials, employees and agents, against all liability for any claims, suits or injuries arising from or as a result of the Festival's partial or complete non-performance.

3.08

The Promoter agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or on Navy Pier without the express written consent of the City of Chicago Department of General Services. The temporary alterations contemplated by the Promoter's production plan attached hereto as Exhibit "C" shall be deemed to be consented to concurrently with the execution of this lease agreement.

3.09

The Promoter shall maintain Navy Pier in a safe, sanitary and sightly condition and good repair. The Promoter agrees that, at its own cost and expense, it shall repair and yield Navy Pier back to the City of Chicago at the conclusion of the Festival in a condition no less than that which existed prior to the Festival.

3.10

The Promoter agrees to keep Navy Pier free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Promoter.

3.11

The City reserves the right to enter Navy Pier at any time for the purpose of inspecting any facilities and all aspects of the production and operation of the Festival.

3.12

The Promoter agrees that the City of Chicago, its officials, employees, and agents, shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about Navy Pier grounds, nor shall the City, its officials, employees, and agents, be liable for injury to the person of the Promoter, its employees, agents, vendors 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 Navy Pier 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 Promoter. The City of Chicago, its officials, employees and agents, shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.13

The provisions of Executive Order 89-7 of the City of Chicago shall apply to this lease agreement.

3.14

(a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement, or any portion thereof, or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy Navy Pier or any part thereof without the prior written consent of the City.

(b) In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Promoter shall be the joint and several obligation of each such individual or other legal entity.

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of Navy Pier by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as Exhibit "C", solely for those purposes described therein.

3.15

The Promoter 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 Promoter, or as constituting the Promoter or any officer, owner, employee or agent of the Promoter 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.

3.16

This lease agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the Office

of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by the Promoter or anyone acting on behalf of the Promoter, and that if the same be so filed, this lease agreement and each and every provision hereof shall be and become absolutely null and void and the City may declare such filing a breach of this lease agreement, and further the City shall be entitled to payment by the Promoter for any costs the City may incur by reason of such filing or of having to clear title.

3.17

The Promoter acknowledges that it is jointly and severally responsible along with the other Festival promoters to install a six (6) foot high cyclone fence approximately 1,000 feet in length along the south dock of Navy Pier. The installation, type and location of the fence must be acceptable to the City. The Promoter acknowledges that if the fence is not installed twenty-four (24) hours prior to the opening of the first Festival in the 1989 series of ethnic Festivals, the City reserves the right to cancel all festival activity at Navy Pier until the fence is installed to the City's satisfaction. The Promoter acknowledges that upon closing of the last Festival in the 1989 series of ethnic festivals, the removal of the fence shall be within the sole discretion of the Commissioner of General Services and the fence shall remain the property of the City.

Section 4. Events Of Default, Termination Of Agreement And Remedies.

4.01 The following shall constitute events of default:

- (a) Any material misrepresentation made by the Promoter to the City;
- (b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or conditions of this lease agreement, including those set forth in the exhibits attached hereto and made a part hereof; and
- (c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoter.

4.02

The occurrence of any event of default may, at the sole option of the City, work a forfeiture of this lease agreement and all of the rights of the Promoter hereunder and, thereupon, the City, its agents and/or attorneys, shall have the right to enter Navy Pier and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy of forfeiture shall not be invoked except in circumstances which materially affect

the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys may immediately reenter Navy Pier and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03

No remedy under the terms of this lease 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 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 Promoter's default under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event 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 lease agreement and this applies to all terms and conditions contained herein.

5.02

This lease agreement is for the duration of the 1989 Festival only and creates no rights or guarantees for any subsequent festivals produced by the Promoter.

5.03

This lease 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 of Chicago, its officials, employees and agents, shall not be liable to the Promoter for any losses incurred by reason of such termination, and the Promoter agrees to defend, keep, indemnify and

save harmless the City, its officials, employees, and agents against any claims, suits or injuries, arising, directly or indirectly, as a result of the implementation of this provision.

Section 6. General Conditions.

6.01

This lease agreement and the Exhibits "A" through "H" attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02

Where there exists a conflict between or among the exhibits and the lease agreement, the terms and provisions of the lease agreement shall control as applicable.

6.03

This lease 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

(a) No member of the governing body of the City of Chicago, or other unit of local government, and no other officer, employee, or agent of the City of Chicago or other unit of local government who exercises any decision-making authority with regard to this lease agreement or any governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease 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 lease agreement, or to any benefit to arise herefrom, if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

(c) The conflict of interest and ethics provisions of Chapters 26.2-29 and 26.26-26 of the Municipal Code of Chicago are hereby incorporated by reference.

6.05

This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06

Any headings of this lease 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 lease agreement.

6.07

If any provision of this lease 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 lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08

No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

6.09

All of the terms and provisions of the lease agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 7. Notices.

Any and all notices given or required under this lease 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 General Services
Real Estate Office
320 North Clark Street
Room 505
Chicago, Illinois 60610
Attention: Supervisor of Leasing

and

Office of Special Events
City Hall, Room 703
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

If To The Promoter:

Cardenas, Fernandez & Associates
445 East Ohio Street
Suite 410
Chicago, Illinois 60611
Attention: Ivan Fernandez

Notices mailed in accordance with this section shall be deemed effective upon mailing. Notices delivered personally shall be deemed effective upon receipt.

Section 8. Authority.

8.01

The Promoter shall provide to the City a copy of its articles of incorporation, a current certificate of good standing, and a duly adopted resolution of its directors authorizing execution of this lease agreement.

8.02

Execution of this lease agreement by the City was authorized by an ordinance of the City Council of the City of Chicago passed on _____ (Council Journal of Proceedings page _____).

8.03

The applicable City of Chicago Fund is 355.

In Witness Whereof, The parties have caused this lease agreement to be signed as of the first date written above.

[Signature forms omitted for printing purposes.]

Exhibits "A" through "H" attached to this lease agreement read as follows:

Exhibit "A".

"Site Map".

[To Be Provided By The Promoter]

Exhibit "B".

"Proposal".

[To Be Provided By The Promoter]

Exhibit "C".

"Production Plan".

[To Be Provided By The Promoter]

Exhibit "D".

Mayor's Office Of Special Events

Rules And Regulations.

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1989 Navy Pier Festivals (Festivals) be of a professional standard and that Navy Pier be properly used and maintained.

1. Festival Hours.

Setup Time

The Promoter shall commence setup on or after 8:00 A.M., on the 19th day of July, 1989, and such setup shall be completed not later than 11:59 A.M. on the 21st day of July, 1989.

The Pier shall be opened to the Festival patrons on July 21, 1989, from 5:00 P.M. through Midnight; on July 22, 1989, from Noon to Midnight; and July 23, 1989, from Noon to Midnight.

Breakdown Time

The Promoter shall be allowed breakdown time from 12:01 A.M. on the 24th day of July, 1989, until 11:59 P.M. on the 25th day of July, 1989.

The Promoter shall inform the City of its work schedule, including without limitation production setup and breakdown times, in order to coordinate supervision and security. The Promoter shall schedule setup, breakdown and Festival entertainment such that it shall run not later than 10:30 P.M. on July 21, 22 and 23, 1989.

2. Equipment Installation. All equipment, structures and materials not needed by the Festival immediately following this Festival shall be removed from the site by Midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining on Navy Pier after a Festival and not needed or wanted by the immediately following Festival shall be considered abandoned, may be removed by the City and, thereupon, shall become the property of the City.

3. **Attendance.** The Promoters shall monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police and Fire Departments and shall close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. **Maintenance And Restoration.** Prior to the scheduled date for the Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Department of General Services shall tour Navy Pier in order to determine the condition of Navy Pier at the time that the Festival arrives on the site. After the Festival, representatives shall again tour Navy Pier to determine any damage incurred during that Festival's operation. The Promoter shall also be responsible for the daily maintenance and repair of Navy Pier during the term of its lease.

5. **Food And Beverage Operations.** The Promoter shall not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales shall be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently displayed. The Promoter shall monitor alcohol sales in cooperation with the Chicago Police Department and shall stop sales if the Police Department deems it necessary for public safety. The Promoter shall require its vendors to check age documentation when appropriate. The Promoter shall submit a list of vendors to the Department of Revenue, the Department of Consumer Services, and M.O.S.E. in sufficient time to permit a reasonable review before the start of the Festival.

The Promoter shall pay or cause to be paid to the Department of Consumer Services an assessed fee for the inspection of its vendors and shall require its vendors to comply with all rules, regulations and requirements concerning food and beverage operations. The Promoter shall monitor its vendors to ensure proper disposal of waste materials, including grease and water. All food preparation areas must be regularly covered with clean cardboard or other absorbent materials. The Promoter shall also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who shall be responsible for monitoring and supervising the food vendors on the Pier grounds.

6. **Deliveries.** The Promoter shall ensure that a staff person or vendor is present at Navy Pier for all deliveries and pickups.

7. **Insurance.** The Promoter shall submit to the Department of General Services and to the Comptroller's Office of Risk Management a copy of an insurance policy showing One Million Dollars general liability coverage, naming the City, its officials, employees, and agents, as additional insured, at least ten (10) days before the beginning of its Festival. This policy shall also hold the City, its officials, agents and employees, free from liability and litigation. The Promoter shall also obtain other appropriate insurance coverage, including without limitation, property insurance, dramshop insurance, and workers' compensation in commercially reasonable amounts. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall require subcontractors and vendors to present certificates of insurance in commercially reasonable amounts, naming the City, its officials, employees, and agents, as additional insured.

8. Vehicles. The Promoter shall limit the number of vehicles driving on Navy Pier in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. The Promoter shall supervise all vehicles before, during and after the Festival.

9. Electricity. The Promoter shall hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor shall be affiliated with I.B.E.W. An Edison meter shall be installed by the Promoter in the "Outlet Area" and full costs for its electricity shall be borne by the Promoter. The Promoter shall adhere to the recommendations of City electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. Sanitation and Sewerage. The Promoter shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Water Reclamation District of Greater Chicago, the Office of the Cook County State's Attorney, the Water Department, Department of Sewers and the Department of General Services. All portable toilets and chemical toilets in trailers shall be pumped out at least once daily and disposed of at a City-approved site by a toilet company employed by the Promoter. In the event of rain, the storm sewers shall be pumped out by the City's vactor truck and the water removed from the site. Catchbasins shall be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. All scupper drains must be sealed during the period of this lease agreement. No waste shall be disposed of in catchbasins, but shall be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In addition, the Promoter shall provide constant on-site cleanup of Navy Pier and areas immediately adjacent thereto during the Festival. The Promoter shall clean the grounds and sweep the sidewalks after each day of operation. Cleanup on the east, uncurbed end of Navy Pier must be performed by manual sweeping and, if necessary, by mopping operations at all times during the Festival and until all debris has been removed from the paved surfaces. All oil, grease and other stains shall be removed from the concrete and grounds and Navy Pier shall be cleaned of all trash by Midnight Tuesday after the Festival ends.

11. Construction. The Promoter shall consult with the Department of General Services concerning any construction. Structures shall be free-standing whenever possible.

12. Fireworks. The Promoter shall consult with M.O.S.E. and the Fire Department concerning procedures for fireworks expositions and shall secure all necessary permits and pay all necessary fees for fireworks, if any. The Promoter shall obtain insurance in an amount of no less than One Million Dollars covering its fireworks display and naming the City of Chicago, its officials, employees, and agents, as an additional insured.

13. Promotional Materials. The Promoter shall limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. Extra Attractions. The Promoter shall consult with M.O.S.E. staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides. Certain games of chance may be permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue for such operations. Any game of chance shall conform to the Charitable Game Act of the State of Illinois. The

Promoter shall not operate mechanical rides on Navy Pier or any adjacent areas immediately thereto in connection with any Festival. The Promoter shall contact and cooperate with the City of Chicago Department of Animal Care and Control regarding any animals to be brought onto Navy Pier in connection with its Festival.

15. M.O.S.E. Services. M.O.S.E. shall provide pre-production, on-site installation and operation, and post-production technical assistance. M.O.S.E. shall assist the Promoter in arranging for services from police, fire, sanitation, revenue, consumer services and other City departments and agencies. The providing of such services shall be subject to such fees, and any rules and regulations as may be set by those departments.

16. On-Site Representation. The Promoter shall have a representative at Navy Pier at all times during the Festival for consultation with M.O.S.E. and other City departments. The Promoter shall identify the names and telephone or radio numbers of critical management staff, such as directors and construction supervisors, to M.O.S.E. in order that on-site decisions can be made and representatives contacted during the Festival.

17. Content of Festival. The Promoter warrants and represents that the Festival produced shall be substantially the same as the event originally proposed to M.O.S.E. The Promoter acknowledges that the City has agreed to lease space at Navy Pier for the 1989 season only.

18. Medical. The Promoter shall have on-site a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons or personnel. The Promoter shall train its staff in reporting any medical emergencies and obtaining ambulance services to hospitals. The Promoter shall have "Emergency Medical Teams" present on Navy Pier during the Festival, when appropriate.

19. Security. The Promoter shall obtain private security personnel in order to provide adequate security to protect the public. All Festival personnel shall cooperate with the Chicago Police Department during the Festival and shall follow police instructions concerning the protection of the public safety.

Exhibit "E".

Department Of General Services

Requirements For The Use Of Navy Pier

For The 1989 Ethnic Festivals.

- A. If Navy Pier or any portion thereof, including without limitation, any and all utilities shall be damaged by the act, default or negligence of the Promoter or of Promoter's agents, contractors, vendors, employees, patrons, guests or any person

admitted to said premises, Promoter shall restore such property to that condition existing just prior to the Festival at Promoter's sole expense, or Promoter upon demand by the City shall promptly pay to the City those sums reasonably necessary to complete such restoration.

- B. Without prior consent from the Commissioner of General Services, Promoter shall not operate or put up any engine, motor, or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purpose, or any other agent other than electricity for illuminating the demised premises.
- C. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of Navy Pier shall be obstructed by Promoter or used for any purpose other than ingress and egress. The doors, skylights, stairways or openings that reflect or admit light into any place in the buildings on Navy Pier, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Promoter unless prior written consent is given by the Commissioner of General Services. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Promoter shall not permit chairs or movable sets to be or remain in the passageways at any time.
- D. City shall have the exclusive right to collect and have custody of articles left on Navy Pier by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Promoter, or any other persons in the Promoter's employ, shall not collect nor interfere with collection or custody of such articles. Any property remaining unclaimed at the end of the Festival shall be and become the property of the City.
- E. City reserves the right to eject any person or persons from Navy Pier deemed to present a threat to the public health, safety, or welfare. The Promoter hereby waives any right and all claims for damages against the City, its officials, employees and agents in connection with such removal.
- F. Promoter must pay costs of any necessary City personnel that are not normally assigned to Navy Pier and any that must work beyond normal working hours. This will include but is not limited to electricians, sound technicians and operating engineers.
- G. Designated City personnel shall be permitted to enter Navy Pier at any time and on any occasion without charge.
- H. No performance, exhibition or entertainment shall be given or held on Navy Pier which may be unsuitable for family entertainment in the sole reasonable determination of the City.
- I. Promoter shall provide at its own expense all necessary ushers, crowd director, and any security service and trash pickup service, or as may be required by the

Commissioner of General Services and Mayor's Office of Special Events, for the Festival, including the setup and breakdown periods.

- J. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and Illinois State Statutes.
- K Promoter shall not permit more than 4,000 persons to be allowed in Auditorium/Recreation/Sheds and Terminal Buildings at any one time during term of lease.
- L. *Promoter will comply with all City sales tax and City amusement tax requirements.*
- M. Promoter must take East End and Sheds in existing condition. A walk through with City personnel must occur before Promoter assumes occupancy and immediately following breakdown.
- N. Axle load limitations will be imposed that now exist for the entry ramps (7,000 pounds/axle).

Exhibit "F".

Metropolitan Water Reclamation District Of

Greater Chicago (M.W.R.D.G.C.).

Requirements For The Use Of Navy Pier

For The 1989 Ethnic Festivals.

The Promoter shall be responsible for preventing any pollution to Lake Michigan and the storm sewer system servicing Navy Pier which may result from the operation of the Festival. In order to ensure that no pollution occurs, the Promoter shall adhere to the following procedures and measures:

1. The Promoter shall provide a minimum of one waste water drum per food vendor which shall receive wash waters from food preparation. Each drum shall be pumped out nightly and wastes shall be transported off-site for proper disposal. Such drums shall be placed in a central location accessible to the vendors as well as the service contractor and each drum shall have a screen over the open top to prevent the entry of large debris.
2. The Promoter shall provide an adequate number of grease receptacles for use by vendors who require grease disposal services, with post-event servicing at a minimum or more frequent service, if appropriate.
3. The Promoter shall provide an adequate maintenance staff to maintain the trash receptacles and the grounds area to prevent debris from entering the lake or the storm system.
4. The Promoter shall provide an adequate number of washroom facilities to serve the needs of the projected crowd volume with no less than daily servicing to prevent overload and spillage into the storm system. An "adequate number" is defined as no less than one portable toilet per 200 persons if no other facilities are reasonably available. Portable toilets shall be located at key locations along the length of Navy Pier. Proper facilities shall also be available for handicapped patrons.
5. The Promoter shall permit storm sewers to be sealed throughout the Festival to prevent discharge into the storm system.
6. The Promoter shall require the vendors participating in the Festival to utilize appropriate waste receptacles and to discharge nothing into the storm sewer system, into the waters of Lake Michigan, or on Navy Pier.

Any costs or expenses incurred by the M.W.R.D.G.C. as a result of the operation of the Festival shall be the responsibility of the Promoter and the Promoter agrees to pay such charges promptly upon demand.

Exhibit "G".

Chicago Fire Department Requirements For 1989 Ethnic Festivals

At Navy Pier.

The Promoter shall ensure that:

1. All food vendors have a working fire extinguisher in the booth where they are cooking.
2. All food vendors using gas pre-convert their equipment with fittings approved by the gas institute.
3. A central location be used for storing gas containers.
4. A single vendor be used whenever possible to supply all gas tanks, collect empties and distribute gas.
5. All gas tanks be secured to prevent accidental movement.
6. A bucket of water be supplied in every booth that grills with open fires.
7. If 200 or more chairs are used in any area, they shall be ganged together in groups of five.
8. The south dock be used as an additional exit during all Festival hours.

Exhibit "H".

Guidelines For Food Handling At Neighborhood Festivals

Or Temporary Food Service Events

Developed By Department Of Health,

City Of Chicago

And

Chicago Hospitality Institute

Chicago Citywide College, City Colleges Of Chicago.

Introduction: These guidelines have been prepared for your protection and to minimize the possibility of food-borne illness incidents at Chicago's Festivals and temporary food service events.

History has borne out the fact that efforts on the part of sanitarians throughout the United States, in all areas of environmental concern, including food protection, have greatly enhanced the quality of life of all of our citizens. These efforts have been a key factor in making the quality, safety and nutritional level of foods throughout our land second to none.

Please remember that these are very basic ideas and are by no means all inclusive. Only a case-by-case study by the Department of Health will determine the requirements necessary for your individual event. Our intent is to keep your event a safe and pleasurable one.

It is illegal to hold or operate a fair, carnival, show, sporting event or any other such activity where persons gather and food is served to the public, without notifying the Departments of Health (Food Protection Division) and Revenue.

A plan and report of the proposed activity must be submitted to the Department of Health approximately thirty (30) days prior to the scheduled date of the activity, including an outline map of the area to be used, showing the location of all proposed food service areas, with detailed drawings of each stand showing equipment intended to be used therein.

Definition -- Temporary Food Service Establishment means a food service establishment that operates at a fixed location for a period of time of not more than fourteen (14)

consecutive days in conjunction with a single event or celebration, such as a fair, carnival, circus, or public exhibition.

Temporary Food Service Establishments -- General. A temporary food service establishment shall comply with the requirements of these Rules and Regulations, except as otherwise provided in this part. The health officer may impose additional requirements to protect against health hazards related to the conduct of the temporary food service establishments and may prohibit the sale of some or all potentially hazardous foods, and may waive or modify requirements of these Rules and Regulations other than in this part, when, in his/her opinion a health hazard is not likely to result from such waiver or modification.

Temporary Food Service Establishments -- Restricted Operations. Only those potentially hazardous foods requiring limited preparation shall be prepared or served. The preparation or service of other potentially hazardous foods, including pastries filled with cream or synthetic cream, custards and similar products, and salads or sandwiches containing meat, poultry, eggs is prohibited. However, this prohibition does not apply to any potentially hazardous food that has been prepared and packaged under conditions meeting the requirements of these Rules and Regulations, is obtained in individual servings, is stored at a temperature of forty-five degrees Fahrenheit (45° F) (seven degrees Celsius (7° C)) or below or at a temperature of one hundred forty degrees Fahrenheit (140° F) (fifty-six degrees Celsius (56° C)) or above in facilities meeting the requirements of these Rules and Regulations, and is served directly in the unopened container in which it was packaged.

The Department Of Health May, Without Warning, Or Hearing, Suspend Any Permit To Operate A Food Service Establishment, If The Permittee Does Not Comply With The Requirements Of These Rules And Regulations, Or The Lawful Directives Of The Health Officer, Or If The Operation Of The Establishment Is Not In Compliance With The Requirements Of These Rules And Regulations, Or If Violations Of These Rules And Regulations Have Not Been Corrected Within The Time Specified In An Inspection Report; Provided, That The Department Of Health Shall Suspend The Permit Of A Food Service Establishment Whenever The Operation Of Such Food Service Establishment Constitutes A Substantial Hazard To Public Health. Suspension Is Effective Upon Service Of Written Notice. When A Permit Is Suspended, Food Service Operations Shall Immediately Cease.

Food-borne illness, despite the progress which has been achieved in food protection programs, continues to be a major public health concern. A food-borne illness is a disease that is carried or transmitted to its victim by food or improper food handling. If the guidelines below are followed, the possibility of food-borne illness will be minimized.

A. Food.

All food shall be clean, wholesome, free from adulteration and misbranding.

Source:

- a) All food and drink sold or served must originate from licensed food sources.

Health reason: The sound condition, proper labeling, and safety of food are basic requirements for the protection of public health.

- b) No food or drink cooked or prepared in the home (canned food included) will be allowed to be sold, served, or given away.

Health reason: Food, if mishandled, can become contaminated with filth, pathogenic microorganisms or toxic chemicals. Carriers of disease-causing organisms may, without proper equipment in preparation and transportation, cause food-borne illness.

B. Containers And Labels:

- a) All beverages must be sold in original containers or from dispensers filled in licensed sources. Food not in its original container shall be labeled.

Health reason: Reduces the potential of contamination in on-site preparation.

- b) Milk for drinking purposes shall be dispensed from an unopened, commercially filled package not exceeding one pint in capacity or from a mechanical, bulk milk dispenser.

Health reason: Reduces the potential of contamination in on-site preparation.

C. Food Protection:

- a) All food must be shielded from the public with some type of protective covering. Handling, coughing, or sneezing over the food can very easily contaminate the food.

Health reason: Prevent contamination from insects, dirt, droplet infection (sneezing and coughing).

- b) All perishable foods should be stored in a manner to protect against spoilage. Refrigeration is required. Cold packs, ice, chemical filled dry ice are also recommended. Hot-holding facilities are required.

- 1) All cold potentially hazardous foods requiring refrigeration must be maintained at an internal temperature of 45° F or below.
- 2) Hot foods after being cooked should be kept warm (14° F) until sold.

Health reason: Proper storage temperature of all potentially hazardous foods assures minimal contamination from growth of pathogens, and is required.

- c) Ice shall be obtained from an approved commercial source in either chipped, crushed or cubed form and shall be received in single use, closed bags.

Health reason: Reduces the potential of contamination in on-site preparation.

- d) All food shall be stored off the ground (i.e., on pallets or shelves) and shall be covered to prevent contamination by dust, insects, rain and other contaminants.

Health reason: Prevent contamination from insects, dirt, droplet infection (sneezing and coughing), contaminated ground spillage.

- e) Wet storage (non-drained ice) of food is prohibited, except that cans of non-potentially hazardous beverages (i.e., soft drinks, bottled water, beer) may be stored when the water contains at least 100 p.p.m. chlorine (3 tablespoons per gallon) and is changed at least twice a day or more if needed to keep the sanitizer at that level.

Health reason: Prevents contamination of product through absorption of product container by melted ice water.

- f) When food is served (particularly chicken) the preparation area (cutting board, et cetera) should be sanitized after each use to avoid cross contamination.

Health reason: Raw poultry and other foods may contain salmonella (food poisoning organism). Improper handling of unsanitized contaminated utensils may recontaminate other foods being prepared.

- g) Potentially hazardous foods* can only be thawed in mechanical refrigeration (temperatures less than 45° F), in cold, running water, or cooked frozen.

Health reason: Proper storage temperature of cold foods assures minimal contamination from growth of pathogens.

- h) All potentially hazardous foods must be cooked to the required internal temperatures. For example:

- 1 Poultry -- internal temperature of 165° F.
2. Pork and all hams (including "precooked") -- internal temperature of 150° F.
3. Beef -- internal temperature of 140° F.

Potentially hazardous food products not meeting these temperature requirements shall be summarily disposed of.

Health reason: Microorganisms innately peculiar to specific foods will be destroyed at these temperatures.

- i) Condiments such as mustard, catsup, sugar, et cetera, shall be individually packaged or dispensed from a container which protects the condiment from contamination, i.e., pump dispenser or "squeeze" type bottle. Condiments that cannot be poured, such as onions (sliced or diced), pickles, et cetera, shall, when possible, be dispensed from a container with a self-closing lid.

Health reason: To prevent the contamination of food and food- contact surfaces and potential transmission of food-borne illness.

* Potentially hazardous food means any food that consists in whole or in part of milk or milk products, eggs (including whole, shell eggs), meat, poultry, fish, shellfish, edible crustacea, or other ingredients, including synthetic ingredients, in a form capable of supporting rapid and progressive growth of infectious or toxigenic microorganisms. The term does not include foods which have a pH level of 4.6 or below or a water activity (a_w) value of 0.85 or less.

- j) Food and ice shall be handled with scoops, tongs, spoons or other appropriate utensils. Ice shall not be hand-dipped or dispensed with a glass or cup.

Health reason: To prevent the contamination of food and food contact surfaces and potential transmission of food-borne illness.

- k) Scoops, tongs and other serving utensils shall be stored:
1. in the food with the handle extended out of the food; or
 2. stored clean and dry; or
 3. stored in water with a 100 p.p.m. free residual chlorine (3 tablespoons per gallon) and is changed at least twice a day or more if needed to keep both the water and containers clean.
- l) All potentially hazardous foods must be removed from the booth at the end of the day. Foods requiring refrigeration must be stored in the monitored refrigerated vehicles on-site or in refrigeration at the discussed licensed facility.
- m) Each mechanically refrigerated unit shall be provided with a thermometer which is accurate to plus or minus 2° F.
- n) Each stand which serves potentially hazardous foods shall have, and use, a metal, stem-type thermometer which is numerically scaled in 2° F increments from at least 0° to 165° F, and is accurate to plus or minus 2° F to assure the attainment and maintenance of the temperature requirements.

D. Personnel.

Personal Hygiene:

- a) The following individuals shall Not work in a food stand:
1. Personnel with infected cuts, burns or boils on their hands or arms; and/or
 2. Personnel with diarrhea or who are carriers of a food-borne pathogen; and/or

3. Personnel with a respiratory infection.

- b) Fingernails shall be clean and trimmed.
- c) Hands and arms shall be washed with clean water and soap before starting work, after each visit to the toilet, and as frequently as necessary during the day to maintain clean hands and arms.
- d) Handwashing facilities shall be provided and used in each establishment. The minimum facilities shall consist of a basin, clean water, soap and paper towels. Common towels are prohibited.
- e) Employees shall wear clean outer clothing.
- f) Employees shall wear effective hair restraints. Examples of effective hair restraints are hairnets and billed "baseball caps" where the hair is covered and contained. Hair spray shall not be allowed in lieu of an effective hair restraint.
- g) Mustache or beard restraints shall be used for any facial hair exceeding one inch in length.
- h) Eating, drinking, smoking or other use of tobacco is not permitted in the food preparation or sales areas.

Health reason: To prevent the contamination of food and foodcontact surfaces and potential transmission of food-borne illness.

Food, if mishandled, can become contaminated with filth, pathogenic microorganisms or toxic chemicals. Carriers of disease-causing organisms may, without proper equipment in preparation and transportation, cause food-borne illness.

E. Food Equipment, Utensils.

Customer Utensils:

- a) Only single-service utensils (fork, knife, spoon, plate and cup) shall be provided to the customer. No single-service article can be reused.
- b) Single-service articles shall not be stored on the floor or ground and shall be stored and dispensed in a manner that prevents contamination.

- c) Single-service cups shall be dispensed from an approved tube dispenser or from the plastic shipping wrap surrounding each stack of cups. The cups shall be dispensed in a manner that prevents contamination of the interior or surfaces that come into contact with the mouth of the consumer. No dishwashing will be allowed. There must be an adequate means for transporting dirty cooking utensils. Vendors must supply enough food utensils to meet the needs of the entire day's business.

Food Contact Equipment/Surfaces:

- a) Food contact equipment and surfaces shall be smooth, easily cleanable, non-absorbent, of food-grade materials and be in good repair. Chipped or glazed enamelware, wood, or galvanized surfaces are not acceptable food contact surfaces. Wood daubers are prohibited.
- b) Cooking surfaces shall be cleaned at least once a day or more frequently if needed.
- c) Wiping cloths or sponges used for cleaning food contact surfaces shall be clean. The cloths and sponges shall be stored in a sanitizing solution maintained at a minimum of 100 p.p.m. chlorine (3 tablespoons per gallon changed every 4 hours) between uses.
- d) Wiping cloths or sponges used for cleaning non-food contact surfaces shall be cleaned and stored in a sanitizing solution maintained at a minimum of 100 p.p.m. chlorine (3 tablespoons per gallon changed every 4 hours) between uses.

Health reason: Food, if mishandled, can become contaminated with filth, pathogenic microorganisms or toxic chemicals. Carriers of disease-causing organisms may, without proper equipment in preparation and transportation, cause food-borne illness.

F. Water/Sewage.

Vendor Waste Generation and Handling:

- a) Waste Waters -- A minimum of one 55 gallon drum open at one end with its end covered by a tightly fitting 1/4 inch mesh screen will be supplied to each vendor to receive food preparation waste water. Additional drums will be available for vendors who generate more than one drum per day.

- b) Waste Water Service -- Each waste water drum and beer icing barrel will be pumped out nightly by a contractor who has vacuum tank truck equipment. The accumulated water will then be delivered to the M.W.R.D. (Metropolitan Water Reclamation District) for disposal.
- c) Cooking Oils and Greases -- Each vendor who performs a deep fat frying function will be supplied one 55 gallon open head drum with a tightly fitting solid lid in which he will dispose of all waste grease generated.
- d) Waste Grease Removal -- Waste grease will be removed nightly by a grease rendering contractor contracted to perform this task for the event. Materials will be removed from the site to an appropriate reprocessing facility.
- e) Charcoal Ash Waste and Removal -- Any vendor who operates a charcoal fire cooking table will be supplied with one open head 55 gallon drum with a tightly fitting lid. Additional drums will be made available as they will only be serviced at the end of the event because of the residual fire potential.
- f) Container Identification -- Each individual drum's purpose will be clearly marked on its side and each will be color coded according to the previously used code. Black = Grease; Blue = Waste Water; Red = Charcoal; Yellow or Brown = Trash.
- g) Drum Positioning -- All vendor use drums will be located within or immediately adjacent to the food preparation area away from patron access and possible use and contamination.

The food stand operator shall keep the grounds surrounding his/her stand free of food scraps, paper and other debris. No wastes will be disposed of in the public sewers in the event site.

Health reason: Necessary to minimize odors, prevent breeding place for insects and rodents and prevent soiling of food preparation and food service area.

G. Construction:

- a) The walls and ceiling shall be made of wood, canvas or other material which protects the interior from the weather.

The canvas overhang shall be constructed in such a manner that it will extend beyond the perimeter of each booth affording water drainage away from the food preparation area in all cases.

- b) All wood framing shall be freshly painted so that it is smooth, easily cleanable and non-absorbent.

- c) The floor in the food preparation area shall be well drained concrete or asphalt. Sawdust shall not be used as floor covering.
- d) The street surface within each vendor tent or food preparation area will be covered by a minimum of one layer of double-faced kraft box board material. Food and grease stained segments will be replaced minimally on a daily basis or more often if necessary. Any water-soaked material will be replaced immediately. Sufficient quantities of this box board material must be immediately on hand to accomplish this requirement.
- e) Light bulbs or tubes inside the food preparation area shall be shielded or be of "shatter-resistant" construction.

H Toxic Chemicals:

- a) No toxic chemicals shall be stored in or around the food service area. Any chlorine container, when used, must be properly labeled and handled under the supervision of the certified Summer Festival booth operator.

I. General:

- a) At all times food is handled, a person who has completed Summer Festival Sanitation Training for the current year must be present at the booth and should be proudly displayed.

Department Of Health

Temporary Food Service Establishment.

Pre-Opening Self-Checklist.

These conditions apply to all food concessions. Numbers correspond to item numbers on our inspection report. We hope this checklist will assist you in keeping your event safe.

Establishment Name:

Date:

- 1. All food supplies must be from approved sources.

- 4. a. There must be sufficient mechanical refrigeration which will hold food temperatures below 45° F at all times.
- b. There must be sufficient cooking and hot-holding equipment to cook and hold all hot foods above 140° F.
- 5. a. Provide appropriate thermometers for each refrigerator, freezer and hot-holding unit.
- b. Provide a metal-stemmed thermometer to check cooking, hot-holding and cooling temperatures.
- 8. Condiments must be provided in individual packets or approved dispensers. Beverages must be sold in original containers or from dispensers filled in licensed sources.
- 12. There must be available containers of portable water sufficient to last or be replenished throughout the day to use for hand washing. Soap and sanitary paper towels or handi-wipes must also be available for hand washing.
- 13. Hair restraints must be available for all employees.
- 14. All food contact surfaces must be of approved materials and in good repair (no rust, peeling paint, raw wood, wood utensils, galvanized containers, chipped enamel, garbage bags to hold food, scored cutting boards).
- 15. All non-food contact surfaces must be of approved materials and in good repair (no raw wood surfaces, peeling paint, rust, absorbent materials).
- 16. No dishwashing will be allowed. There must be an adequate means of transporting dirty cooking utensils.
- 20. An approved sanitizer must be available (bleach is acceptable).
- 22. All food contact surfaces must be clean.
- 23. All other non-food contact surfaces must be clean.
- 25. Only single-service plates, cups, bowls, forks, spoons, knives may be used by the consumer.
- 28. Waste grease must be stored in and disposed of in approved containers.

33. Provide cleanable waste containers for garbage, litter and grease which are covered.
35. Outside cooking equipment must be restricted and protected. The preparation area must be designated and separate.

Daily Self-Inspection.

The following checklist may be an aid in conducting a self-inspection while operating your food concession. Numbers correspond to item numbers in our inspection report. A routine inspection may not be limited to these items only.

Establishment Name:

Date:

1. Do not save leftovers for use the next day. All food must be in good condition, free of spoilage and obtained from approved sources. Home-canned and home-prepared food is prohibited.
2. Label all containers of food.
3. Cook meat and other potentially hazardous foods to a safe internal temperature:

beef 140° F

pork 150° F

poultry 165° F

Keep potentially hazardous food (foods consisting in whole or part of milk or milk products, eggs, meat, fish and shellfish) above 140° F or below 45° F at all times.

4. Use a metal-stemmed thermometer (not glass) to check food temperatures often.
5. Thaw potentially hazardous food in a refrigerator or cook frozen.
6. Store raw meat and poultry so the meat or bloody liquid will not touch or drip onto food that will not be cooked later.
7. a. Keep food covered and off the ground.

- b. All food must be shielded from the public with some type of protective covering, plastic or a glass enclosure.
8. [] Use utensils whenever possible. Minimize hand contact with food.
9. [] Store food and ice scoops so the handle does not touch the food or ice, or so that the scoops do not get dirty or contaminated.
10. [] Do not eat, smoke, or drink in the concession. Wash hands before starting work. Wash hands after using the toilet, taking a break, touching raw meat or any other contaminated object. Do not reuse cloth towels.
11. [] Everyone in the concession must wear effective hair restraints (hat, cap, scarf or net) and clean clothes.
12. [] Ice shall be obtained only in chipped, crushed or cubed form and in single-use safe plastic or wet-strength paper bags filled and sealed at the point of manufacture. The ice shall be held in these bags until it is dispensed in a way that protects it from contamination.
13. [] Use separate containers of sanitizer for a) wiping food contact equipment and b) non-food contact surfaces. Store wet cloths or sponges in the sanitizer between uses.
14. [] Clean and sanitize food equipment often during the day to prevent dried, encrusted food buildup.
15. [] Non-food contact surfaces must be cleaned daily to prevent any build-up.
16. [] Keep clean equipment covered, off the floor and protected when not in use. Do not towel dry utensils. Store handles of utensils in one direction.
17. [] Keep single service items covered in their original container until used. Dispense cups from sleeve or cup dispenser.
18. [] Keep floors clean and litter free.
19. [] Store all clothes, shoes, purses and other personal items separately from food utensils and single service items.
20. []
- a. Keep litter, paper and food scraps cleaned up around the concession. Eliminate any pooling water.
- b. Protect clean linen and store properly. Store dirty linen in a laundry bag or cleanable container.

*Exhibit "1".
(4 of 6)*

Henry Cardenas & Associates, Incorporated.

(Chicago's Pan American Festival)

Lease Agreement For Navy Pier.

This Lease Agreement is made as of _____, 1989, by and between the City of Chicago, a municipal corporation and a home rule government under Article VII, Section 6(a), of the 1970 Constitution of the State of Illinois ("City") and Cardenas Fernandez & Associates ("Promoter").

Recitals.

Whereas, The Promoter desires the use of certain property, commonly known as Navy Pier and more specifically described on Exhibit "A", which is attached hereto and incorporated hereby ("Navy Pier"), for the purpose of conducting a festival to be known as Pan American Festival ("Festival"); and

Whereas, The Festival creates a unique opportunity for the City to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

Whereas, The Festival further creates unique opportunities to promote tourism in the City and to generate employment opportunities for Chicago residents, both of which are in the public interest;

Now, Therefore, In consideration of the mutual covenants and promises 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 In And Made A Part Of This Lease Agreement As Though Fully Set Forth Herein:

Section 2. Obligations Of The City.

2.01

The City does hereby grant the Promoter the sole and exclusive privilege of occupying and using those designated areas of Navy Pier, more fully described on Exhibit "A", attached hereto, for the period beginning Noon on August 2, 1989, and ending at Midnight on August 8, 1989, inclusive of the time required for necessary cleanup and restoration, in order to conduct its Festival.

2.02

The City shall provide assistance in the pre-production, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City shall also provide the Promoter, at no charge, with a liaison to assist the Promoter in arranging for the necessary City services and permits, subject to such fees as may be set by the various City departments and agencies, including but not limited to license or inspectional fees, and to assist the Promoter in its communications with such City departments and agencies as may become involved in the production of the Festival.

2.03

The City shall make available at no additional charge certain equipment and services as may be necessary to the continued production of the Festival, including a vector truck, sprinkler fitters, and a maximum number of 200 picnic tables. The City and the Promoter shall jointly inspect the picnic tables before and after the Festival, and the Promoter agrees to restore such tables to a condition no less than that which existed before the Festival. The City shall not collect a security deposit for the picnic tables in consideration of the Promoter's promise to pay promptly any charges for damage to the picnic tables as a result of their use during the Festival.

Section 3. Obligations Of The Promoter.

3.01

The Promoter shall pay the City a fee of \$4,000 for the use of Navy Pier under the term of this lease. One half of the total fee shall be paid no later than seven business days prior to

the commencement date of the term of the lease by certified check payable to the "City of Chicago Fund No. 648-38", and the balance of the fee shall be paid in the same manner no later than Noon the day following the opening of the Festival to the public.

3.02

The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as Exhibit "B". The Promoter shall also submit a production plan for the Festival which must be acceptable to the City. The production plan is attached hereto and incorporated hereby as Exhibit "C".

3.03

(a) The Promoter shall observe and comply with the rules and regulations promulgated by the City of Chicago Office of Special Events for the production of the Festival, a copy of which is attached hereto and incorporated hereby as Exhibit "D", and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City of Chicago Department of General Services on the use of Navy Pier, a copy of which is attached hereto and incorporated hereby as Exhibit "E", and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Water Reclamation District of Greater Chicago on the use of Navy Pier, a copy of which is attached hereto and incorporated hereby as Exhibit "F", and shall cooperate with the City in the implementation thereof.

(d) The Promoter shall observe and comply with the rules and regulations promulgated by the City of Chicago Fire Department for the production of the Festival, a copy of which is attached hereto and incorporated hereby as Exhibit "G", and shall cooperate with the City in the implementation thereof.

(e) The Promoter shall observe and comply with the "Guideline for Food Handling at Neighborhood Festivals or Temporary Food Service Events", developed by the City of Chicago Department of Health, a copy of which is attached hereto and incorporated hereby as Exhibit "H", and shall cooperate with the City in the implementation thereof.

3.04

(a) The Promoter agrees that it shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations and Executive Orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, mental or physical handicap unrelated to ability to perform, or national origin, or otherwise commit an unfair employment practice. Promoter 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, mental or physical handicap unrelated to ability to perform, 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*. Promoter shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Promoter shall incorporate this clause 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 lease agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 30 C.F.R. 12319, as modified by Executive Order 11375 issued October 13, 1967, 32 C.F.R. 14303 and Executive Order 120865 issued October 5, 1978, 43 C.F.R. 46501 and as further amended by Federal Reorganization Plan No. 2 of 1978, Section 102, 43 C.F.R. 36037, 92 Stat. 3783; The Civil Rights Act of 1964, Pub. L. 88-352, August 2, 1964, 78 Stat. 241 et seq. as amended; to Ill. Rev. Stat., Chapter 29, Secs. 17 to 24 inclusive; ordinances passed by the City Council of the City of Chicago, on August 21, 1945, page 3876 of the Journal of Proceedings (Municipal Code of Chicago, Ch. 198.7A), and on December 21, 1988, page 23526 of the Journal of Proceedings; and the provisions of 41 C.F.R. Chapter 60.

(c) The Promoter shall, at its own cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the lease. The Promoter shall execute an anti-apartheid and an anti-collusion certification as described by Chapter 26 of the Municipal Code of the City of Chicago. The Promoter shall further provide the City of Chicago with an economic disclosure statement and a copy of financial statements relating to the Festival.

3.05

The Promoter agrees to indemnify, defend, keep, and save harmless the City of Chicago, its agents, officials, and employees, against all suits or claims of any kind whatsoever arising, directly or indirectly, out of or by reason of this lease agreement, its execution and/or its performance.

3.06

The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable to the City of Chicago Comptroller, Risk Management Office, in the amount of no less than One Million Dollars (\$1,000,000.00), naming the City of Chicago, its officials, employees and agents, as additional insureds. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dramshop insurance, and workers' compensation, naming the City of Chicago, its officials, employees, and agents, as additional insureds. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City of Chicago Comptroller, Risk Management Office, satisfactory evidence of the necessary insurance coverage not later than seven (7) business days prior to the commencement date of the term of the lease. The Promoter shall also require all subcontractors and vendors to present to the City of Chicago Comptroller, Risk Management Office, certificates of insurance in commercially reasonable amounts for all applicable work.

3.07

The Promoter hereby acknowledges that it has inspected Navy Pier and its facilities, that it is satisfied with its physical condition and its suitability for its intended use, and that, subject to any exceptions of which it has given written notice to the City, it accepts Navy Pier and its facilities in the condition existing at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held on Navy Pier and that Navy Pier's general condition may be affected by any festivals preceding its Festival. In the event that Navy Pier should become untenable prior to or during the Festival for any reason, the Promoter agrees to indemnify, defend, keep and save harmless the City of Chicago, its officials, employees and agents, against all liability for any claims, suits or injuries arising from or as a result of the Festival's partial or complete non-performance.

3.08

The Promoter agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or on Navy Pier without the express written consent of the City of Chicago Department of General Services. The temporary alterations contemplated by the Promoter's production plan attached hereto as Exhibit "C" shall be deemed to be consented to concurrently with the execution of this lease agreement.

3.09

The Promoter shall maintain Navy Pier in a safe, sanitary and sightly condition and good repair. The Promoter agrees that, at its own cost and expense, it shall repair and yield Navy Pier back to the City at the conclusion of the Festival in a condition no less than that which existed prior to the Festival.

3.10

The Promoter agrees to keep Navy Pier free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Promoter.

3.11

The City reserves the right to enter Navy Pier at any time for the purpose of inspecting any facilities and all aspects of the production and operation of the Festival.

3.12

The Promoter agrees that the City of Chicago, its officials, employees, and agents, shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about Navy Pier grounds, nor shall the City, its officials, employees, and agents, be liable for injury to the person of the Promoter, its employees, agents, vendors 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 Navy Pier 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 Promoter. The City of Chicago, its officials, employees and agents, shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.13

The provisions of Executive Order 89-7 of the City of Chicago shall apply to this lease agreement.

3.14

(a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement, or any portion thereof, or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy Navy Pier or any part thereof without the prior written consent of the City.

(b) In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Promoter shall be the joint and several obligation of each such individual or other legal entity.

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of Navy Pier by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as Exhibit "C", solely for those purposes described therein.

3.15

The Promoter 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 Promoter, or as constituting the Promoter or any officer, owner, employee or agent of the Promoter 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.

3.16

This lease agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the Office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by the Promoter or anyone acting on behalf of the Promoter, and that if the same be so filed, this lease agreement and each and every provision hereof shall be and become absolutely null and void and the City may declare such filing a breach of this lease agreement, and further the City shall be entitled to payment by the Promoter for any costs the City may incur by reason of such filing or of having to clear title.

3.17

The Promoter acknowledges that it is jointly and severally responsible along with the other Festival promoters to install a six (6) foot high cyclone fence approximately 1,000 feet in length along the south dock of Navy Pier. The installation, type and location of the fence must be acceptable to the City. The Promoter acknowledges that if the fence is not installed twenty-four (24) hours prior to the opening of the first Festival in the 1989 series of ethnic festivals, the City reserves the right to cancel all Festival activity at Navy Pier until the fence is installed to the City's satisfaction. The Promoter acknowledges that upon closing of the last Festival in the 1989 series of ethnic festivals, the removal of the fence shall be within the sole discretion of the Commissioner of General Services and the fence shall remain the property of the City.

Section 4. Events Of Default, Termination Of Agreement And Remedies.

4.01 The following shall constitute events of default:

- (a) Any material misrepresentation made by the Promoter to the City;
- (b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or conditions of this lease agreement, including those set forth in the exhibits attached hereto and made a part hereof; and
- (c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoter.

4.02

The occurrence of any event of default may, at the sole option of the City, work a forfeiture of this lease agreement and all of the rights of the Promoter hereunder and, thereupon, the City, its agents and/or attorneys, shall have the right to enter Navy Pier and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy of forfeiture shall not be invoked except in circumstances which materially affect the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys may immediately reenter Navy Pier and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03

No remedy under the terms of this lease 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 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 Promoter's default under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event 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 lease agreement and this applies to all terms and conditions contained herein.

5.02

This lease agreement is for the duration of the 1989 Festival only and creates no rights or guarantees for any subsequent festivals produced by the Promoter.

5.03

This lease 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 of Chicago, its officials, employees and agents, shall not be liable to the Promoter for any losses incurred by reason of such termination, and the Promoter agrees to defend, keep, indemnify and save harmless the City, its officials, employees, and agents against any claims, suits or injuries, arising, directly or indirectly, as a result of the implementation of this provision.

Section 6. General Conditions.

6.01

This lease agreement and the Exhibits "A" through "H" attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02

Where there exists a conflict between or among the exhibits and the lease agreement, the terms and provisions of the lease agreement shall control as applicable.

6.03

This lease 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

(a) No member of the governing body of the City of Chicago, or other unit of local government, and no other officer, employee, or agent of the City of Chicago or other unit of local government who exercises any decision-making authority with regard to this lease agreement or any governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease 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 lease agreement, or to any benefit to arise herefrom, if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

(c) The conflict of interest and ethics provisions of Chapters 26.2-29 and 26.26-26 of the Municipal Code of Chicago are hereby incorporated by reference.

6.05

This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06

Any headings of this lease 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 lease agreement.

6.07

If any provision of this lease 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 lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08

No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

6.09

All of the terms and provisions of the lease agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 7. Notices.

Any and all notices given or required under this lease 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 General Services
Real Estate Office
320 North Clark Street
Room 505
Chicago, Illinois 60610
Attention: Supervisor of Leasing

and

Office of Special Events
City Hall, Room 703
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

If To The Promoter:

Cardenas, Fernandez & Associates
445 East Ohio Street
Suite 410
Chicago, Illinois 60611
Attention: Ray Muhlbach

Notices mailed in accordance with this section shall be deemed effective upon mailing. Notices delivered personally shall be deemed effective upon receipt.

Section 8. Authority.

8.01

The Promoter shall provide to the City a copy of its articles of incorporation, a current certificate of good standing, and a duly adopted resolution of its directors authorizing execution of this lease agreement.

8.02

Execution of this lease agreement by the City was authorized by an ordinance of the City Council of the City of Chicago passed on _____ (Council Journal of Proceedings page _____).

8.03

The applicable City of Chicago Fund is 355.

In Witness Whereof, The parties have caused this lease agreement to be signed as of the first date written above.

[Signature forms omitted for printing purposes.]

Exhibits "A" through "H" attached to this lease agreement read as follows:

Exhibit "A".

"Site Map".

[To Be Provided By The Promoter]

Exhibit "B".

"Proposal".

[To Be Provided By The Promoter]

Exhibit "C".

"Production Plan".

[To Be Provided By The Promoter]

Exhibit "D".

Mayor's Office Of Special Events

Rules And Regulations.

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1989 Navy Pier Festivals (Festivals) be of a professional standard and that Navy Pier be properly used and maintained.

1. Festival Hours:

Setup Time

The Promoter shall commence setup on or after 8:00 A.M., on the 2nd day of August, 1989, and such setup shall be completed not later than 11:59 A.M. on the 4th day of August, 1989.

The Pier shall be opened to the Festival patrons on August 4, 1989, from 5:00 P.M. through Midnight; and on August 5, 1989, from Noon to Midnight; from Noon to Midnight on August 6, 1989.

Breakdown Time

The Promoter shall be allowed breakdown time from 12:01 A.M. on the 7th day of August, 1989, until 11:59 P.M. on the 8th day of August, 1989.

The Promoter shall inform the City of its work schedule, including without limitation production setup and breakdown times, in order to coordinate supervision and security. The Promoter shall schedule setup, breakdown and Festival entertainment such that it shall run not later than 10:30 P.M. on August 4, 5 and 6, 1989.

2. Equipment Installation. All equipment, structures and materials not needed by the Festival immediately following this Festival shall be removed from the site by Midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining on Navy Pier after a Festival and not needed or wanted by the immediately following Festival shall be considered abandoned, may be removed by the City and, thereupon, shall become the property of the City.

3. Attendance. The Promoters shall monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police and Fire Departments and shall close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. Maintenance and Restoration. Prior to the scheduled date for the Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Department of General Services shall tour Navy Pier in order to determine the condition of Navy Pier at the time that the Festival arrives on the site. After the Festival, representatives shall again tour Navy Pier to determine any damage incurred during that Festival's operation. The Promoter shall also be responsible for the daily maintenance and repair of Navy Pier during the term of its lease.

5. Food and Beverage Operations. The Promoter shall not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales shall be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently displayed. The Promoter shall monitor alcohol sales in cooperation with the Chicago Police Department and shall stop sales if the Police Department deems it necessary for public safety. The Promoter shall require its vendors to check age documentation when appropriate. The Promoter shall submit a list of vendors to the Department of Revenue, the Department of Consumer Services, and M.O.S.E. in sufficient time to permit a reasonable review before the start of the Festival.

The Promoter shall pay or cause to be paid to the Department of Consumer Services an assessed fee for the inspection of its vendors and shall require its vendors to comply with all rules, regulations and requirements concerning food and beverage operations. The Promoter shall monitor its vendors to ensure proper disposal of waste materials, including grease and water. All food preparation areas must be regularly covered with clean cardboard or other absorbent materials. The Promoter shall also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who shall be responsible for monitoring and supervising the food vendors on the Pier grounds.

6. Deliveries. The Promoter shall ensure that a staff person or vendor is present at Navy Pier for all deliveries and pickups.

7. Insurance. The Promoter shall submit to the Department of General Services and to the Comptroller's Office of Risk Management a copy of an insurance policy showing One Million Dollars general liability coverage, naming the City, its officials, employees, and agents, as additional insured, at least ten (10) days before the beginning of its Festival. This policy shall also hold the City, its officials, agents and employees, free from liability and litigation. The Promoter shall also obtain other appropriate insurance coverage, including without limitation, property insurance, dramshop insurance, and workers' compensation in commercially reasonable amounts. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall require subcontractors and vendors to present certificates of insurance in commercially reasonable amounts, naming the City, its officials, employees, and agents, as additional insured.

8. Vehicles. The Promoter shall limit the number of vehicles driving on Navy Pier in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. The Promoter shall supervise all vehicles before, during and after the Festival.

9. Electricity. The Promoter shall hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor shall be affiliated with I.B.E.W. An Edison meter shall be installed by the Promoter in the "Outlet Area" and full costs for its electricity shall be borne by the Promoter. The Promoter shall adhere to the recommendations of City electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. Sanitation and Sewerage. The Promoter shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Water Reclamation District of Greater Chicago, the Office of the Cook County State's Attorney, the Water Department, Department of Sewers and the Department of General Services. All portable toilets and chemical toilets in trailers shall be pumped out at least once daily and disposed of at a City-approved site by a toilet company employed by the Promoter. In the event of rain, the storm sewers shall be pumped out by the City's vactor truck and the water removed from the site. Catchbasins shall be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. All scupper drains must be sealed during the period of this lease agreement. No waste shall be disposed of in catchbasins, but shall be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In addition, the Promoter shall provide constant on-site cleanup of Navy Pier and areas immediately adjacent thereto during the Festival. The Promoter shall clean the grounds and sweep the sidewalks after each day of operation. Cleanup on the east, uncurbed end of Navy Pier must be performed by manual sweeping and, if necessary, by mopping operations at all times during the Festival and until all debris has been removed from the paved surfaces. All oil, grease and other stains shall be removed from the concrete and grounds and Navy Pier shall be cleaned of all trash by Midnight Tuesday after the Festival ends.

11. Construction. The Promoter shall consult with the Department of General Services concerning any construction. Structures shall be free-standing whenever possible.

12. Fireworks. The Promoter shall consult with M.O.S.E. and the Fire Department concerning procedures for fireworks expositions and shall secure all necessary permits and pay all necessary fees for fireworks, if any. The Promoter shall obtain insurance in an amount of no less than One Million Dollars covering its fireworks display and naming the City of Chicago, its officials, employees, and agents, as an additional insured.

13. Promotional Materials. The Promoter shall limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. Extra Attractions. The Promoter shall consult with M.O.S.E. staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides. Certain games of chance may be permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue for such operations. Any game of chance shall conform to the Charitable Game Act of the State of Illinois. The

Promoter shall not operate mechanical rides on Navy Pier or any adjacent areas immediately thereto in connection with any Festival. The Promoter shall contact and cooperate with the City of Chicago Department of Animal Care and Control regarding any animals to be brought onto Navy Pier in connection with its Festival.

15. M.O.S.E. Services. M.O.S.E. shall provide pre-production, on-site installation and operation, and post-production technical assistance. M.O.S.E. shall assist the Promoter in arranging for services from police, fire, sanitation, revenue, consumer services and other City departments and agencies. The providing of such services shall be subject to such fees, and any rules and regulations as may be set by those departments.

16. On-Site Representation. The Promoter shall have a representative at Navy Pier at all times during the Festival for consultation with M.O.S.E. and other City departments. The Promoter shall identify the names and telephone or radio numbers of critical management staff, such as directors and construction supervisors, to M.O.S.E. in order that on-site decisions can be made and representatives contacted during the Festival.

17. Content of Festival. The Promoter warrants and represents that the Festival produced shall be substantially the same as the event originally proposed to M.O.S.E. The Promoter acknowledges that the City has agreed to lease space at Navy Pier for the 1989 season only.

18. Medical. The Promoter shall have on-site a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons or personnel. The Promoter shall train its staff in reporting any medical emergencies and obtaining ambulance services to hospitals. The Promoter shall have "Emergency Medical Teams" present on Navy Pier during the Festival, when appropriate.

19. Security. The Promoter shall obtain private security personnel in order to provide adequate security to protect the public. All Festival personnel shall cooperate with the Chicago Police Department during the Festival and shall follow police instructions concerning the protection of the public safety.

Exhibit "E"

Department Of General Services

Requirements For The Use Of Navy Pier

For The 1989 Ethnic Festivals.

- A. If Navy Pier or any portion thereof, including without limitation, any and all utilities shall be damaged by the act, default or negligence of the Promoter or of Promoter's agents, contractors, vendors, employees, patrons, guests or any person

admitted to said premises, Promoter shall restore such property to that condition existing just prior to the Festival at Promoter's sole expense, or Promoter upon demand by the City shall promptly pay to the City those sums reasonably necessary to complete such restoration.

- B. Without prior consent from the Commissioner of General Services, Promoter shall not operate or put up any engine, motor, or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purpose, or any other agent other than electricity for illuminating the demised premises.
- C. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of Navy Pier shall be obstructed by Promoter or used for any purpose other than ingress and egress. The doors, skylights, stairways or openings that reflect or admit light into any place in the buildings on Navy Pier, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Promoter unless prior written consent is given by the Commissioner of General Services. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Promoter shall not permit chairs or movable sets to be or remain in the passageways at any time.
- D. City shall have the exclusive right to collect and have custody of articles left on Navy Pier by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Promoter, or any other persons in the Promoter's employ, shall not collect nor interfere with collection or custody of such articles. Any property remaining unclaimed at the end of the Festival shall be and become the property of the City.
- E. City reserves the right to eject any person or persons from Navy Pier deemed to present a threat to the public health, safety, or welfare. The Promoter hereby waives any right and all claims for damages against the City, its officials, employees and agents in connection with such removal.
- F. Promoter must pay costs of any necessary City personnel that are not normally assigned to Navy Pier and any that must work beyond normal working hours. This will include but is not limited to electricians, sound technicians and operating engineers.
- G. Designated City personnel shall be permitted to enter Navy Pier at any time and on any occasion without charge.
- H. No performance, exhibition or entertainment shall be given or held on Navy Pier which may be unsuitable for family entertainment in the sole reasonable determination of the City.
- I. Promoter shall provide at its own expense all necessary ushers, crowd director, and any security service and trash pickup service, or as may be required by the

Commissioner of General Services and Mayor's Office of Special Events, for the Festival, including the setup and breakdown period.

- J. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and Illinois State Statutes.
- K. Promoter shall not permit more than 4,000 persons to be allowed in Auditorium/Recreation/Sheds and Terminal Buildings at any one time during term of lease.
- L. Promoter will comply with all City sales tax and City amusement tax requirements.
- M. Promoter must take East End and Sheds in existing condition. A walk through with City personnel must occur before Promoter assumes occupancy and immediately following breakdown.
- N. Axle load limitations will be imposed that now exist for the entry ramps (7,000 pounds/axle).

Exhibit "F".

Metropolitan Water Reclamation District Of

Greater Chicago (M.W.R.D.G.C.).

Requirements For The Use Of Navy Pier

For The 1989 Ethnic Festivals.

The Promoter shall be responsible for preventing any pollution to Lake Michigan and the storm sewer system servicing Navy Pier which may result from the operation of the Festival. In order to ensure that no pollution occurs, the Promoter shall adhere to the following procedures and measures:

1. The Promoter shall provide a minimum of one waste water drum per food vendor which shall receive wash waters from food preparation. Each drum shall be pumped out nightly and wastes shall be transported off-site for proper disposal. Such drums shall be placed in a central location accessible

to the vendors as well as the service contractor and each drum shall have a screen over the open top to prevent the entry of large debris.

2. The Promoter shall provide an adequate number of grease receptacles for use by vendors who require grease disposal services, with post-event servicing at a minimum or more frequent service, if appropriate.
3. The Promoter shall provide an adequate maintenance staff to maintain the trash receptacles and the grounds area to prevent debris from entering the lake or the storm system.
4. The Promoter shall provide an adequate number of washroom facilities to serve the needs of the projected crowd volume with no less than daily servicing to prevent overload and spillage into the storm system. An "adequate number" is defined as no less than one portable toilet per 200 persons if no other facilities are reasonably available. Portable toilets shall be located at key locations along the length of Navy Pier. Proper facilities shall also be available for handicapped patrons.
5. The Promoter shall permit storm sewers to be sealed throughout the Festival to prevent discharge into the storm system.
6. The Promoter shall require the vendors participating in the Festival to utilize appropriate waste receptacles and to discharge nothing into the storm sewer system, into the waters of Lake Michigan, or on Navy Pier.

Any costs or expenses incurred by the M.W.R.D.G.C. as a result of the operation of the Festival shall be the responsibility of the Promoter and the Promoter agrees to pay such charges promptly upon demand.

Exhibit "G".

Chicago Fire Department Requirements For 1989 Ethnic Festivals

At Navy Pier.

The Promoter shall ensure that:

1. All food vendors have a working fire extinguisher in the booth where they are cooking.

2. All food vendors using gas pre-convert their equipment with fittings approved by the gas institute.
3. A central location be used for storing gas containers.
4. A single vendor be used whenever possible to supply all gas tanks, collect empties and distribute gas.
5. All gas tanks be secured to prevent accidental movement.
6. A bucket of water be supplied in every booth that grills with open fires.
7. If 200 or more chairs are used in any area, they shall be ganged together in groups of five.
8. The south dock be used as an additional exit during all Festival hours.

Exhibit "H".

Guidelines For Food Handling At Neighborhood Festivals

Or Temporary Food Service Events

Developed By Department Of Health,

City Of Chicago

And

Chicago Hospitality Institute

Chicago Citywide College, City Colleges Of Chicago.

Introduction: These guidelines have been prepared for your protection and to minimize the possibility of food-borne illness incidents at Chicago's Festivals and temporary food service events.

History has borne out the fact that efforts on the part of sanitarians throughout the United States, in all areas of environmental concern, including food protection, have greatly

enhanced the quality of life of all of our citizens. These efforts have been a key factor in making the quality, safety and nutritional level of foods throughout our land second to none.

Please remember that these are very basic ideas and are by no means all inclusive. Only a case-by-case study by the Department of Health will determine the requirements necessary for your individual event. Our intent is to keep your event a safe and pleasurable one.

It is illegal to hold or operate a fair, carnival, show, sporting event or any other such activity where persons gather and food is served to the public, without notifying the Departments of Health (Food Protection Division) and Revenue.

A plan and report of the proposed activity must be submitted to the Department of Health approximately thirty (30) days prior to the scheduled date of the activity, including an outline map of the area to be used, showing the location of all proposed food service areas, with detailed drawings of each stand showing equipment intended to be used therein.

Definition -- Temporary Food Service Establishment means a food service establishment that operates at a fixed location for a period of time of not more than fourteen (14) consecutive days in conjunction with a single event or celebration, such as a fair, carnival, circus, or public exhibition.

Temporary Food Service Establishments -- General. A temporary food service establishment shall comply with the requirements of these Rules and Regulations, except as otherwise provided in this part. The health officer may impose additional requirements to protect against health hazards related to the conduct of the temporary food service establishments and may prohibit the sale of some or all potentially hazardous foods, and may waive or modify requirements of these Rules and Regulations other than in this part, when, in his/her opinion a health hazard is not likely to result from such waiver or modification.

Temporary Food Service Establishments -- Restricted Operations. Only those potentially hazardous foods requiring limited preparation shall be prepared or served. The preparation or service of other potentially hazardous foods, including pastries filled with cream or synthetic cream, custards and similar products, and salads or sandwiches containing meat, poultry, eggs is prohibited. However, this prohibition does not apply to any potentially hazardous food that has been prepared and packaged under conditions meeting the requirements of these Rules and Regulations, is obtained in individual servings, is stored at a temperature of forty-five degrees Fahrenheit (45° F) (seven degrees Celsius (7° C)) or below or at a temperature of one hundred forty degrees Fahrenheit (140° F) (fifty-six degrees Celsius (56° C)) or above in facilities meeting the requirements of these Rules and Regulations, and is served directly in the unopened container in which it was packaged.

The Department Of Health May, Without Warning, Or Hearing, Suspend Any Permit To Operate A Food Service Establishment, If The Permittee Does Not Comply With The Requirements Of These Rules And Regulations, Or The Lawful Directives Of The Health Officer, Or If The Operation Of The Establishment Is Not In Compliance With The Requirements Of These Rules And Regulations, Or If Violations Of These Rules And

Regulations Have Not Been Corrected Within The Time Specified In An Inspection Report; Provided, That The Department Of Health Shall Suspend The Permit Of A Foodservice Establishment Whenever The Operation Of Such Food Service Establishment Constitutes A substantial Hazard To Public Health. Suspension Is Effective Upon Service Of Written Notice. When A Permit Is Suspended, Food Service Operations Shall Immediately Cease.

Food-borne illness, despite the progress which has been achieved in food protection programs, continues to be a major public health concern. A food-borne illness is a disease that is carried or transmitted to its victim by food or improper food handling. If the guidelines below are followed, the possibility of food-borne illness will be minimized.

A. Food

All food shall be clean, wholesome, free from adulteration and misbranding.

Source:

- a) All food and drink sold or served must originate from licensed food sources.

Health reason: The sound condition, proper labeling, and safety of food are basic requirements for the protection of public health.

- b) No food or drink cooked or prepared in the home (canned food included) will be allowed to be sold, served, or given away.

Health reason: Food, if mishandled, can become contaminated with filth, pathogenic microorganisms or toxic chemicals. Carriers of disease-causing organisms may, without proper equipment in preparation and transportation, cause food-borne illness.

B. Containers And Labels:

- a) All beverages must be sold in original containers or from dispensers filled in licensed sources. Food not in its original container shall be labeled.

Health reason: Reduces the potential of contamination in on-site preparation.

- b) Milk for drinking purposes shall be dispensed from an unopened, commercially filled package not exceeding one pint in capacity or from a mechanical, bulk milk dispenser.

Health reason: Reduces the potential of contamination in on-site preparation.

C. Food Protection:

- a) All food must be shielded from the public with some type of protective covering. Handling, coughing, or sneezing over the food can very easily contaminate the food.

Health reason: Prevent contamination from insects, dirt, droplet infection (sneezing and coughing).

- b) All perishable foods should be stored in a manner to protect against spoilage. Refrigeration is required. Cold packs, ice, chemical filled dry ice are also recommended. Hot-holding facilities are required.

1) All cold potentially hazardous foods requiring refrigeration must be maintained at an internal temperature of 45° F or below.

2) Hot foods after being cooked should be kept warm (140° F) until sold.

Health reason: Proper storage temperature of all potentially hazardous foods assures minimal contamination from growth of pathogens, and is required.

- c) Ice shall be obtained from an approved commercial source in either chipped, crushed or cubed form and shall be received in single use, closed bags.

Health reason: Reduces the potential of contamination in on-site preparation.

- d) All food shall be stored off the ground (i.e., on pallets or shelves) and shall be covered to prevent contamination by dust, insects, rain and other contaminants.

Health reason: Prevent contamination from insects, dirt, droplet infection (sneezing and coughing), contaminated ground spillage.

- e) Wet storage (non-drained ice) of food is prohibited, except that cans of non-potentially hazardous beverages (i.e., soft drinks, bottled water, beer) may be stored when the water contains at least 100 p.p.m. chlorine (3 tablespoons per gallon) and is changed at least twice a day or more if needed to keep the sanitizer at that level.

Health reason: Prevents contamination of product through absorption of product container by melted ice water.

- f) When food is served (particularly chicken) the preparation area (cutting board, et cetera) should be sanitized after each use to avoid cross contamination.

Health reason: Raw poultry and other foods may contain salmonella (food poisoning organism). Improper handling of unsanitized contaminated utensils may recontaminate other foods being prepared.

- g) Potentially hazardous foods* can only be thawed in mechanical refrigeration (temperatures less than 45° F), in cold, running water, or cooked frozen.

Health reason: Proper storage temperature of cold foods assures minimal contamination from growth of pathogens.

- h) All potentially hazardous foods must be cooked to the required internal temperatures. For example:

1. Poultry -- internal temperature of 165° F.
2. Pork and all hams (including "precooked") -- internal temperature of 150° F.
3. Beef -- internal temperature of 140° F.

Potentially hazardous food products not meeting these temperature requirements shall be summarily disposed of.

Health reason: Microorganisms innately peculiar to specific foods will be destroyed at these temperatures.

* Potentially hazardous food means any food that consists in whole or in part of milk or milk products, eggs (including whole, shell eggs), meat, poultry, fish, shellfish, edible crustacea, or other ingredients, including synthetic ingredients, in a form capable of supporting rapid and progressive growth of infectious or toxigenic microorganisms. The term does not include foods which have a pH level of 4.6 or below or a water activity (a_w) value of 0.85 or less.

- i) Condiments such as mustard, catsup, sugar, et cetera, shall be individually packaged or dispensed from a container which protects the condiment from contamination, i.e., pump dispenser or "squeeze" type bottle. Condiments that cannot be poured, such as onions (sliced or diced), pickles, et cetera, shall, when possible, be dispensed from a container with a self-closing lid.
- Health reason: To prevent the contamination of food and food contact surfaces and potential transmission of food-borne illness.
- j) Food and ice shall be handled with scoops, tongs, spoons or other appropriate utensils. Ice shall not be hand-dipped or dispensed with a glass or cup.
- Health reason: To prevent the contamination of food and food contact surfaces and potential transmission of food-borne illness.
- k) Scoops, tongs and other serving utensils shall be stored:
1. in the food with the handle extended out of the food; or
 2. stored clean and dry; or
 3. stored in water with a 100 p.p.m. free residual chlorine (3 tablespoons per gallon) and is changed at least twice a day or more if needed to keep both the water and containers clean.
- l) All potentially hazardous foods must be removed from the booth at the end of the day. Foods requiring refrigeration must be stored in the monitored refrigerated vehicles on-site or in refrigeration at the discussed licensed facility.
- m) Each mechanically refrigerated unit shall be provided with a thermometer which is accurate to plus or minus 2° F.
- n) Each stand which serves potentially hazardous foods shall have, and use, a metal, stem-type thermometer which is numerically scaled in 2° F increments from at least 0° to 165° F, and is accurate to plus or minus 2° F to assure the attainment and maintenance of the temperature requirements.

D. Personnel.

Personal Hygiene:

- a) The following individuals shall not work in a food stand:
 1. Personnel with infected cuts, burns or boils on their hands or arms; and/or
 2. Personnel with diarrhea or who are carriers of a food-borne pathogen; and/or
 3. Personnel with a respiratory infection.
- b) Fingernails shall be clean and trimmed.
- c) Hands and arms shall be washed with clean water and soap before starting work, after each visit to the toilet, and as frequently as necessary during the day to maintain clean hands and arms.
- d) Handwashing facilities shall be provided and used in each establishment. The minimum facilities shall consist of a basin, clean water, soap and paper towels. Common towels are prohibited.
- e) Employees shall wear clean outer clothing.
- f) Employees shall wear effective hair restraints. Examples of effective hair restraints are hairnets and billed "baseball caps" where the hair is covered and contained. Hair spray shall not be allowed in lieu of an effective hair restraint.
- g) Mustache or beard restraints shall be used for any facial hair exceeding one inch in length.
- h) Eating, drinking, smoking or other use of tobacco is not permitted in the food preparation or sales areas.

Health reason: To prevent the contamination of food and food contact surfaces and potential transmission of food-borne illness.

Food, if mishandled, can become contaminated with filth, pathogenic microorganisms or toxic chemicals. Carriers of disease-causing organisms may, without proper equipment in preparation and transportation, cause food-borne illness.

E. Food Equipment, Utensils.**Customer Utensils:**

- a) Only single-service utensils (fork, knife, spoon, plate and cup) shall be provided to the customer. No single-service article can be reused.
- b) Single-service articles shall not be stored on the floor or ground and shall be stored and dispensed in a manner that prevents contamination.
- c) Single-service cups shall be dispensed from an approved tube dispenser or from the plastic shipping wrap surrounding each stack of cups. The cups shall be dispensed in a manner that prevents contamination of the interior or surfaces that come into contact with the mouth of the consumer. No dishwashing will be allowed. There must be an adequate means for transporting dirty cooking utensils. Vendors must supply enough food utensils to meet the needs of the entire day's business.

Food Contact Equipment/Surfaces:

- a) Food contact equipment and surfaces shall be smooth, easily cleanable, non-absorbent, of food-grade materials and be in good repair. Chipped or glazed enamelware, wood, or galvanized surfaces are not acceptable food contact surfaces. Wood daubers are prohibited.
- b) Cooking surfaces shall be cleaned at least once a day or more frequently if needed.
- c) Wiping cloths or sponges used for cleaning food contact surfaces shall be clean. The cloths and sponges shall be stored in a sanitizing solution maintained at a minimum of 100 p.p.m. chlorine (3 tablespoons per gallon changed every 4 hours) between uses.
- d) Wiping cloths or sponges used for cleaning non-food contact surfaces shall be cleaned and stored in a sanitizing solution maintained at a minimum of 100 p.p.m. chlorine (3 tablespoons per gallon changed every 4 hours) between uses.

Health reason: Food, if mishandled, can become contaminated with filth, pathogenic microorganisms or toxic chemicals. Carriers of disease-causing organisms may, without proper equipment in preparation and transportation, cause food-borne illness.

F. Water/Sewage.**Vendor Waste Generation and Handling:**

- a) **Waste Waters --** A minimum of one 55 gallon drum open at one end with its end covered by a tightly fitting 1/4 inch mesh screen will be supplied to each vendor to receive food preparation waste water. Additional drums will be available for vendors who generate more than one drum per day.
- b) **Waste Water Service --** Each waste water drum and beer icing barrel will be pumped out nightly by a contractor who has vacuum tank truck equipment. The accumulated water will then be delivered to the M.W.R.D. (Metropolitan Water Reclamation District) for disposal.
- c) **Cooking Oils and Greases --** Each vendor who performs a deep fat frying function will be supplied one 55 gallon open head drum with a tightly fitting solid lid in which he will dispose of all waste grease generated.
- d) **Waste Grease Removal --** Waste grease will be removed nightly by a grease rendering contractor contracted to perform this task for the event. Materials will be removed from the site to an appropriate reprocessing facility.
- e) **Charcoal Ash Waste and Removal --** Any vendor who operates a charcoal fire cooking table will be supplied with one open head 55 gallon drum with a tightly fitting lid. Additional drums will be made available as they will only be serviced at the end of the event because of the residual fire potential.
- f) **Container Identification --** Each individual drum's purpose will be clearly marked on its side and each will be color coded according to the previously used code. Black = Grease; Blue = Waste Water; Red = Charcoal; Yellow or Brown = Trash.
- g) **Drum Positioning --** All vendor use drums will be located within or immediately adjacent to the food preparation area away from patron access and possible use and contamination.

The food stand operator shall keep the grounds surrounding his/her stand free of food scraps, paper and other debris. No wastes will be disposed of in the public sewers in the event site.

Health reason: Necessary to minimize odors, prevent breeding place for insects and rodents and prevent soiling of food preparation and food service area.

G. Construction:

- a) The walls and ceiling shall be made of wood, canvas or other material which protects the interior from the weather.

The canvas overhang shall be constructed in such a manner that it will extend beyond the perimeter of each booth affording water drainage away from the food preparation area in all cases.

- b) All wood framing shall be freshly painted so that it is smooth, easily cleanable and non-absorbent.
- c) The floor in the food preparation area shall be well drained concrete or asphalt. Sawdust shall not be used as floor covering.
- d) The street surface within each vendor tent or food preparation area will be covered by a minimum of one layer of double-faced kraft box board material. Food and grease stained segments will be replaced minimally on a daily basis or more often if necessary. Any water-soaked material will be replaced immediately. Sufficient quantities of this box board material must be immediately on hand to accomplish this requirement.
- e) Light bulbs or tubes inside the food preparation area shall be shielded or be of "shatter-resistant" construction.

H. Toxic Chemicals:

- a) No toxic chemicals shall be stored in or around the food service area. Any chlorine container, when used, must be properly labeled and handled under the supervision of the certified Summer Festival booth operator.

I. General:

- a) At all times food is handled, a person who has completed Summer Festival Sanitation Training for the current year must be present at the booth and should be proudly displayed.

15. All non-food contact surfaces must be of approved materials and in good repair (no raw wood surfaces, peeling paint, rust, absorbent materials).
16. No dishwashing will be allowed. There must be an adequate means of transporting dirty cooking utensils.
20. An approved sanitizer must be available (bleach is acceptable).
22. All food contact surfaces must be clean.
23. All other non-food contact surfaces must be clean.
25. Only single-service plates, cups, bowls, forks, spoons, knives, may be used by the consumer.
28. Waste grease must be stored in and disposed of in approved containers.
33. Provide cleanable waste containers for garbage, litter and grease which are covered.
35. Outside cooking equipment must be restricted and protected. The preparation area must be designated and separate.

Daily Self-Inspection.

The following checklist may be an aid in conducting a self-inspection while operating your food concession. Numbers correspond to item numbers in our inspection report. A routine inspection may not be limited to these items only.

Establishment Name:

Date:

1. Do not save leftovers for use the next day. All food must be in good condition, free of spoilage and obtained from approved sources. Home-canned and home-prepared food is prohibited.
2. Label all containers of food.
3. Cook meat and other potentially hazardous foods to a safe internal temperature:

beef 140° F

pork 150° F

poultry 165° F

Keep potentially hazardous food (foods consisting in whole or part of milk or milk products, eggs, meat, fish and shellfish) above 140° F or below 45° F at all times.

4. Use a metal-stemmed thermometer (not glass) to check food temperatures often.
5. Thaw potentially hazardous food in a refrigerator or cook frozen.
6. Store raw meat and poultry so the meat or bloody liquid will not touch or drip onto food that will not be cooked later.
7.
 - a. Keep food covered and off the ground.
 - b. All food must be shielded from the public with some type of protective covering, plastic or a glass enclosure.
8. Use utensils whenever possible. Minimize hand contact with food.
9. Store food and ice scoops so the handle does not touch the food or ice, or so that the scoops do not get dirty or contaminated.
10. Do not eat, smoke, or drink in the concession. Wash hands before starting work. Wash hands after using the toilet, taking a break, touching raw meat or any other contaminated object. Do not reuse cloth towels.
11. Everyone in the concession must wear effective hair restraints (hat, cap, scarf or net) and clean clothes.
12. Ice shall be obtained only in chipped, crushed or cubed form and in single-use safe plastic or wet-strength paper bags filled and sealed at the point of manufacture. The ice shall be held in these bags until it is dispensed in a way that protects it from contamination.
13. Use separate containers of sanitizer for a) wiping food contact equipment and b) non-food contact surfaces. Store wet cloths or sponges in the sanitizer between uses.
14. Clean and sanitize food equipment often during the day to prevent dried, encrusted food buildup.
15. Non-food contact surfaces must be cleaned daily to prevent any build-up.

16. [] Keep clean equipment covered, off the floor and protected when not in use. Do not towel dry utensils. Store handles of utensils in one direction.
17. [] Keep single service items covered in their original container until used. Dispense cups from sleeve or cup dispenser.
18. [] Keep floors clean and litter free.
19. [] Store all clothes, shoes, purses and other personal items separately from food utensils and single service items.
20. []
 - a. Keep litter, paper and food scraps cleaned up around the concession. Eliminate any pooling water.
 - b. Protect clean linen and store properly. Store dirty linen in a laundry bag or cleanable container.

Exhibit "1".
(5 of 6)

The Chicago Amerital Unico Club.
(Festival Italiana)

Lease Agreement For Navy Pier.

This Lease Agreement is made as of _____, 1989, by and between the City of Chicago, a municipal corporation and a home rule government under Article VII, Section 6(a), of the 1970 Constitution of the State of Illinois ("City") and The Chicago Amerital Unico Club ("Promoter").

Recitals.

Whereas, The Promoter desires the use of certain property, commonly known as Navy Pier and more specifically described on Exhibit "A", which is attached hereto and incorporated hereby ("Navy Pier"), for the purpose of conducting a festival to be known as Festival Italiana ("Festival"); and

Whereas, The Festival creates a unique opportunity for the City to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

Whereas, The Festival further creates unique opportunities to promote tourism in the City and to generate employment opportunities for Chicago residents, both of which are in the public interest;

Now, Therefore, In consideration of the mutual covenants and promises 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 In And Made A Part Of This Lease Agreement As Though Fully Set Forth Herein.

Section 2. Obligations Of The City.

2.01

The City does hereby grant the Promoter the sole and exclusive privilege of occupying and using those designated areas of Navy Pier, more fully described on Exhibit "A", attached hereto, for the period beginning Noon on August 16, 1989, and ending at Midnight on August 22, 1989, inclusive of the time required for necessary cleanup and restoration, in order to conduct its Festival.

2.02

The City shall provide assistance in the pre-production, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City shall also provide the Promoter, at no charge, with a liaison to assist the Promoter in arranging for the necessary City services and permits, subject to such fees as may be set by the various City departments and agencies, including but not limited to license or inspectional fees, and to assist the Promoter in its communications with such City departments and agencies as may become involved in the production of the Festival.

2.03

The City shall make available at no additional charge certain equipment and services as may be necessary to the continued production of the Festival, including a vactor truck, sprinkler fitters, and a maximum number of 200 picnic tables. The City and the Promoter shall jointly inspect the picnic tables before and after the Festival, and the Promoter agrees to restore such tables to a condition no less than that which existed before the Festival. The City shall not collect a security deposit for the picnic tables in consideration of the Promoter's promise to pay promptly any charges for damage to the picnic tables as a result of their use during the Festival.

Section 3. Obligations Of The Promoter.

3.01

The Promoter shall pay the City a fee of \$4,000 for the use of Navy Pier under the term of this lease. One half of the total fee shall be paid no later than seven business days prior to the commencement date of the term of the lease by certified check payable to the "City of Chicago Fund No. 648-38", and the balance of the fee shall be paid in the same manner no later than Noon the day following the opening of the Festival to the public.

3.02

The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as Exhibit "B". The Promoter shall also submit a production plan for the Festival which must be acceptable to the City. The production plan is attached hereto and incorporated hereby as Exhibit "C".

3.03

(a) The Promoter shall observe and comply with the rules and regulations promulgated by the City of Chicago Office of Special Events for the production of the Festival, a copy of which is attached hereto and incorporated hereby as Exhibit "D", and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City of Chicago Department of General Services on the use of Navy Pier, a copy of which is attached hereto and incorporated hereby as Exhibit "E", and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Water Reclamation District of Greater Chicago on the use of Navy Pier, a copy of which is attached hereto and incorporated hereby as

Exhibit "F", and shall cooperate with the City in the implementation thereof.

(d) The Promoter shall observe and comply with the rules and regulations promulgated by the City of Chicago Fire Department for the production of the Festival, a copy of which is attached hereto and incorporated hereby as Exhibit "G", and shall cooperate with the City in the implementation thereof.

(e) The Promoter shall observe and comply with the "Guideline for Food Handling at Neighborhood Festivals or Temporary Food Service Events", developed by the City of Chicago Department of Health, a copy of which is attached hereto and incorporated hereby as Exhibit "H", and shall cooperate with the City in the implementation thereof.

3.04

(a) The Promoter agrees that it shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations and Executive Orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, mental or physical handicap unrelated to ability to perform, or national origin, or otherwise commit an unfair employment practice. Promoter 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, mental or physical handicap unrelated to ability to perform, 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. Promoter shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Promoter shall incorporate this clause 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 lease agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 30 C.F.R. 12319, as modified by Executive Order 11375 issued October 13, 1967, 32 C.F.R. 14303 and Executive Order 120865 issued October 5, 1978, 43 C.F.R. 46501 and as further amended by Federal Reorganization Plan No. 2 of 1978, Section 102, 43 C.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., Chapter 29, Secs. 17 to 24 inclusive; ordinances passed by the City Council of the City of Chicago on August 21, 1945, page 3876 of the Journal of Proceedings

(Municipal Code of Chicago, Ch. 198.7A), and on December 21, 1988, page 23526 of the Journal of Proceedings; and the provisions of 41 C.F.R. Chapter 60.

(c) The Promoter shall, at its own cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the lease. The Promoter shall execute an anti-apartheid and an anti-collusion certification as described by Chapter 26 of the Municipal Code of the City of Chicago. The Promoter shall further provide the City of Chicago with an economic disclosure statement and a copy of financial statements relating to the Festival.

3.05

The Promoter agrees to indemnify, defend, keep, and save harmless the City of Chicago, its agents, officials, and employees, against all suits or claims of any kind whatsoever arising, directly or indirectly, out of or by reason of this lease agreement, its execution and/or its performance.

3.06

The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable to the City of Chicago Comptroller, Risk Management Office, in the amount of no less than One Million Dollars (\$1,000,000.00), naming the City of Chicago, its officials, employees and agents, as additional insureds. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dramshop insurance, and workers' compensation, naming the City of Chicago, its officials, employees, and agents, as additional insureds. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City of Chicago Comptroller, Risk Management Office, satisfactory evidence of the necessary insurance coverage not later than seven (7) business days prior to the commencement date of the term of the lease. The Promoter shall also require all subcontractors and vendors to present to the City of Chicago Comptroller, Risk Management Office, certificates of insurance in commercially reasonable amounts for all applicable work.

3.07

The Promoter hereby acknowledges that it has inspected Navy Pier and its facilities, that it is satisfied with its physical condition and its suitability for its intended use, and that, subject to any exceptions of which it has given written notice to the City, it accepts Navy Pier and its facilities in the condition existing at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held on Navy Pier and that Navy Pier's general condition may be affected by any festivals preceding its Festival. In the event that Navy Pier should become untenable prior to or

during the Festival for any reason, the Promoter agrees to indemnify, defend, keep and save harmless the City of Chicago, its officials, employees and agents, against all liability for any claims, suits or injuries arising from or as a result of the Festival's partial or complete non-performance.

3.08

The Promoter agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or on Navy Pier without the express written consent of the City of Chicago Department of General Services. The temporary alterations contemplated by the Promoter's production plan attached hereto as Exhibit "C" shall be deemed to be consented to concurrently with the execution of this lease agreement.

3.09

The Promoter shall maintain Navy Pier in a safe, sanitary and sightly condition and good repair. The Promoter agrees that, at its own cost and expense, it shall repair and yield Navy Pier back to the City at the conclusion of the Festival in a condition no less than that which existed prior to the Festival.

3.10

The Promoter agrees to keep Navy Pier free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Promoter.

3.11

The City reserves the right to enter Navy Pier at any time for the purpose of inspecting any facilities and all aspects of the production and operation of the Festival.

3.12

The Promoter agrees that the City of Chicago, its officials, employees, and agents, shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about Navy Pier grounds, nor shall the City, its officials, employees, and agents, be liable for injury to the person of the Promoter, its employees, agents, vendors 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 Navy Pier 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 Promoter. The City of Chicago, its officials, employees and agents, shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.13

The provisions of Executive Order 89-7 of the City of Chicago shall apply to this lease agreement.

3.14

(a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement, or any portion thereof, or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy Navy Pier or any part thereof without the prior written consent of the City.

(b) In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Promoter shall be the joint and several obligation of each such individual or other legal entity.

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of Navy Pier by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as Exhibit "C", solely for those purposes described therein.

3.15

The Promoter 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 Promoter, or as constituting the Promoter or any officer, owner, employee or agent of the Promoter 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.

3.16

This lease agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the Office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by the Promoter or anyone acting on behalf of the Promoter, and that if the same be so filed, this lease agreement and each and every provision hereof shall be and become absolutely null and void and the City may declare such filing a breach of this lease agreement, and further the City shall be entitled to payment by the Promoter for any costs the City may incur by reason of such filing or of having to clear title.

3.17

The Promoter acknowledges that it is jointly and severally responsible along with the other Festival promoters to install a six (6) foot high cyclone fence approximately 1,000 feet in length along the south dock of Navy Pier. The installation, type and location of the fence must be acceptable to the City. The Promoter acknowledges that if the fence is not installed twenty-four (24) hours prior to the opening of the first Festival in the 1989 series of ethnic festivals, the City reserves the right to cancel all Festival activity at Navy Pier until the fence is installed to the City's satisfaction. The Promoter acknowledges that upon closing of the last Festival in the 1989 series of ethnic festivals, the removal of the fence shall be within the sole discretion of the Commissioner of General Services and the fence shall remain the property of the City.

Section 4. Events Of Default, Termination Of Agreement And Remedies.

4.01 The following shall constitute events of default:

- (a) Any material misrepresentation made by the Promoter to the City;
- (b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or conditions of this lease agreement, including those set forth in the exhibits attached hereto and made a part hereof; and
- (c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoter.

4.02

The occurrence of any event of default may, at the sole option of the City, work a forfeiture of this lease agreement and all of the rights of the Promoter hereunder and, thereupon, the City, its agents and/or attorneys, shall have the right to enter Navy Pier and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy of forfeiture shall not be invoked except in circumstances which materially affect the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys may immediately reenter Navy Pier and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03

No remedy under the terms of this lease 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 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 Promoter's default under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event 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 lease agreement and this applies to all terms and conditions contained herein.

5.02

This lease agreement is for the duration of the 1989 Festival only and creates no rights or guarantees for any subsequent festivals produced by the Promoter.

5.03

This lease 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 of Chicago, its officials, employees and agents, shall not be liable to the Promoter for any losses incurred by reason of such termination, and the Promoter agrees to defend, keep, indemnify and save harmless the City, its officials, employees, and agents against any claims, suits or injuries, arising, directly or indirectly, as a result of the implementation of this provision.

Section 6. General Conditions.

6.01

This lease agreement and the Exhibits "A" through "H" attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02

Where there exists a conflict between or among the exhibits and the lease agreement, the terms and provisions of the lease agreement shall control as applicable.

6.03

This lease 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

(a) No member of the governing body of the City of Chicago, or other unit of local government, and no other officer, employee, or agent of the City of Chicago or other unit of local government who exercises any decision-making authority with regard to this lease agreement or any governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease 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 lease agreement, or to any benefit to arise herefrom, if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

(c) The conflict of interest and ethics provisions of Chapters 26.2-29 and 26.26-26 of the Municipal Code of Chicago are hereby incorporated by reference.

6.05

This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06

Any headings of this lease 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 lease agreement.

6.07

If any provision of this lease 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 lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08

No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

6.09

All of the terms and provisions of the lease agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 7. Notices.

Any and all notices given or required under this lease 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 General Services
Real Estate Office
320 North Clark Street
Room 505
Chicago, Illinois 60610
Attention: Supervisor of Leasing

and

Office of Special Events
City Hall, Room 703
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

If To The Promoter:

The Chicago Amerital Unico Club
2211 West Lake Street
Melrose Park, Illinois 60160
Attention: Tony Fornelli

Notices mailed in accordance with this section shall be deemed effective upon mailing. Notices delivered personally shall be deemed effective upon receipt.

Section 8. Authority.

8.01

The Promoter shall provide to the City a copy of its articles of incorporation, a current certificate of good standing, and a duly adopted resolution of its directors authorizing execution of this lease agreement.

8.02

Execution of this lease agreement by the City was authorized by an ordinance of the City Council of the City of Chicago passed on _____ (Council Journal of Proceedings page _____).

8.03

The applicable City of Chicago Fund is 355.

In Witness Whereof, The parties have caused this lease agreement to be signed as of the first date written above.

[Signature forms omitted for printing purposes.]

Exhibits "A" through "H" attached to this lease agreement read as follows:

Exhibit "A".

"Site Map".

[To Be Provided By The Promoter]

Exhibit "B".

"Proposal".

[To Be Provided By The Promoter]

Exhibit "C".

"Production Plan".

[To Be Provided By The Promoter]

Exhibit "D".

Mayor's Office Of Special Events

Rules And Regulations.

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1989 Navy Pier Festivals (Festivals) be of a professional standard and that Navy Pier be properly used and maintained.

1. Festival Hours:

Setup Time

The Promoter shall commence setup on or after 8:00 A.M., on the 16th day of August, 1989, and such setup shall be completed not later than 11:59 A.M. on the 18th day of August, 1989.

The Pier shall be opened to the Festival patrons on August 18, 19, and 20, 1989, daily from Noon through 11:59 P.M.

Breakdown Time

The Promoter shall be allowed breakdown time from 12:01 A.M. on the 21st day of August, 1989, until 11:59 P.M. on the 22nd day of August, 1989.

The Promoter shall inform the City of its work schedule, including without limitation production setup and breakdown times, in order to coordinate supervision and security. The Promoter shall schedule setup, breakdown and Festival entertainment such that it shall run not later than 10:30 P.M. on August 18, 19 and 20.

2. Equipment Installation. All equipment, structures and materials not needed by the Festival immediately following this Festival shall be removed from the site by Midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining on Navy Pier after a Festival and not needed or wanted by the immediately following Festival shall be considered abandoned, may be removed by the City and, thereupon, shall become the property of the City.

3. Attendance. The Promoters shall monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police and Fire Departments and shall

close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. **Maintenance and Restoration.** Prior to the scheduled date for the Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Department of General Services shall tour Navy Pier in order to determine the condition of Navy Pier at the time that the Festival arrives on the site. After the Festival, representatives shall again tour Navy Pier to determine any damage incurred during that Festival's operation. The Promoter shall also be responsible for the daily maintenance and repair of Navy Pier during the term of its lease.

5. **Food and Beverage Operations.** The Promoter shall not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales shall be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently displayed. The Promoter shall monitor alcohol sales in cooperation with the Chicago Police Department and shall stop sales if the Police Department deems it necessary for public safety. The Promoter shall require its vendors to check age documentation when appropriate. The Promoter shall submit a list of vendors to the Department of Revenue, the Department of Consumer Services, and M.O.S.E. in sufficient time to permit a reasonable review before the start of the Festival.

The Promoter shall pay or cause to be paid to the Department of Consumer Services an assessed fee for the inspection of its vendors and shall require its vendors to comply with all rules, regulations and requirements concerning food and beverage operations. The Promoter shall monitor its vendors to ensure proper disposal of waste materials, including grease and water. All food preparation areas must be regularly covered with clean cardboard or other absorbent materials. The Promoter shall also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who shall be responsible for monitoring and supervising the food vendors on the Pier grounds.

6. **Deliveries.** The Promoter shall ensure that a staff person or vendor is present at Navy Pier for all deliveries and pick ups.

7. **Insurance.** The Promoter shall submit to the Department of General Services and to the Comptroller's Office of Risk Management a copy of an insurance policy showing One Million Dollars general liability coverage, naming the City, its officials, employees, and agents, as additional insured, at least ten (10) days before the beginning of its Festival. This policy shall also hold the City, its officials, agents and employees, free from liability and litigation. The Promoter shall also obtain other appropriate insurance coverage, including without limitation, property insurance, dramshop insurance, and workers' compensation in commercially reasonable amounts. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall require subcontractors and vendors to present certificates of insurance in commercially reasonable amounts, naming the City, its officials, employees, and agents, as additional insured.

8. **Vehicles.** The Promoter shall limit the number of vehicles driving on Navy Pier in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. The Promoter shall supervise all vehicles before, during and after the Festival.

9. **Electricity.** The Promoter shall hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor shall be affiliated with I.B.E.W. An Edison meter shall be installed by the Promoter in the "Outlet Area" and full costs for its electricity shall be borne by the Promoter. The Promoter shall adhere to the recommendations of City electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. **Sanitation and Sewerage.** The Promoter shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Water Reclamation District of Greater Chicago, the Office of the Cook County State's Attorney, the Water Department, Department of Sewers and the Department of General Services. All portable toilets and chemical toilets in trailers shall be pumped out at least once daily and disposed of at a City-approved site by a toilet company employed by the Promoter. In the event of rain, the storm sewers shall be pumped out by the City's vactor truck and the water removed from the site. Catchbasins shall be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. All scupper drains must be sealed during the period of this lease agreement. No waste shall be disposed of in catchbasins, but shall be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In addition, the Promoter shall provide constant on-site cleanup of Navy Pier and areas immediately adjacent thereto during the Festival. The Promoter shall clean the grounds and sweep the sidewalks after each day of operation. Cleanup on the east, uncurbed end of Navy Pier must be performed by manual sweeping and, if necessary, by mopping operations at all times during the Festival and until all debris has been removed from the paved surfaces. All oil, grease and other stains shall be removed from the concrete and grounds and Navy Pier shall be cleaned of all trash by Midnight Tuesday after the Festival ends.

11. **Construction.** The Promoter shall consult with the Department of General Services concerning any construction. Structures shall be free-standing whenever possible.

12. **Fireworks.** The Promoter shall consult with M.O.S.E. and the Fire Department concerning procedures for fireworks expositions and shall secure all necessary permits and pay all necessary fees for fireworks, if any. The Promoter shall obtain insurance in an amount of no less than One Million Dollars covering its fireworks display and naming the City of Chicago, its officials, employees, and agents, as an additional insured.

13. **Promotional Materials.** The Promoter shall limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. **Extra Attractions.** The Promoter shall consult with M.O.S.E. staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides. Certain games of chance may be permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue for such operations. Any game of chance shall conform to the Charitable Game Act of the State of Illinois. The Promoter shall not operate mechanical rides on Navy Pier or any adjacent areas immediately thereto in connection with any Festival. The Promoter shall contact and cooperate with the City of Chicago Department of Animal Care and Control regarding any animals to be brought onto Navy Pier in connection with its Festival.

15. M.O.S.E. Services. M.O.S.E. shall provide pre-production, on-site installation and operation, and post-production technical assistance. M.O.S.E. shall assist the Promoter in arranging for services from police, fire, sanitation, revenue, consumer services and other City departments and agencies. The providing of such services shall be subject to such fees, and any rules and regulations as may be set by those departments.

16. On-Site Representation. The Promoter shall have a representative at Navy Pier at all times during the Festival for consultation with M.O.S.E. and other City departments. The Promoter shall identify the names and telephone or radio numbers of critical management staff, such as directors and construction supervisors, to M.O.S.E. in order that on-site decisions can be made and representatives contacted during the Festival.

17. Content of Festival. The Promoter warrants and represents that the Festival produced shall be substantially the same as the event originally proposed to M.O.S.E. The Promoter acknowledges that the City has agreed to lease space at Navy Pier for the 1989 season only.

18. Medical. The Promoter shall have on-site a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons or personnel. The Promoter shall train its staff in reporting any medical emergencies and obtaining ambulance services to hospitals. The Promoter shall have "Emergency Medical Teams" present on Navy Pier during the Festival, when appropriate.

19. Security. The Promoter shall obtain private security personnel in order to provide adequate security to protect the public. All Festival personnel shall cooperate with the Chicago Police Department during the Festival and shall follow police instructions concerning the protection of the public safety.

Exhibit "E".

Department Of General Services

Requirements For The Use Of Navy Pier

For The 1989 Ethnic Festivals.

- A. If Navy Pier or any portion thereof, including without limitation, any and all utilities shall be damaged by the act, default or negligence of the Promoter or of Promoter's agents, contractors, vendors, employees, patrons, guests or any person admitted to said premises, Promoter shall restore such property to that condition existing just prior to the Festival at Promoter's sole expense, or Promoter upon demand by the City shall promptly pay to the City those sums reasonably necessary to complete such restoration.

- B. Without prior consent from the Commissioner of General Services, Promoter shall not operate or put up any engine, motor, or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purpose, or any other agent other than electricity for illuminating the demised premises.
- C. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of Navy Pier shall be obstructed by Promoter or used for any purpose other than ingress and egress. The doors, skylights, stairways or openings that reflect or admit light into any place in the buildings on Navy Pier, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Promoter unless prior written consent is given by the Commissioner of General Services. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Promoter shall not permit chairs or movable sets to be or remain in the passageways at any time.
- D. City shall have the exclusive right to collect and have custody of articles left on Navy Pier by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Promoter, or any other persons in the Promoter's employ, shall not collect nor interfere with collection or custody of such articles. Any property remaining unclaimed at the end of the Festival shall be and become the property of the City.
- E. City reserves the right to eject any person or persons from Navy Pier deemed to present a threat to the public health, safety, or welfare. The Promoter hereby waives any right and all claims for damages against the City, its officials, employees and agents in connection with such removal.
- F. Promoter must pay costs of any necessary City personnel that are not normally assigned to Navy Pier and any that must work beyond normal working hours. This will include but is not limited to electricians, sound technicians and operating engineers.
- G. Designated City personnel shall be permitted to enter Navy Pier at any time and on any occasion without charge.
- H. No performance, exhibition or entertainment shall be given or held on Navy Pier which may be unsuitable for family entertainment in the sole reasonable determination of the City.
- I. Promoter shall provide at its own expense all necessary ushers, crowd director, and any security service and trash pickup service, or as may be required by the Commissioner of General Services and Mayor's Office of Special Events, for the Festival, including the setup and breakdown period.
- J. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and Illinois State Statutes.

- K. Promoter shall not permit more than 4,000 persons to be allowed in Auditorium/Recreation/Sheds and Terminal Buildings at any one time during term of lease.
- L. Promoter will comply with all City sales tax and City amusement tax requirements.
- M. Promoter must take East End and Sheds in existing condition. A walk through with City personnel must occur before Promoter assumes occupancy and immediately following breakdown.
- N. Axle load limitations will be imposed that now exist for the entry ramps (7,000 pounds/axle).

Exhibit "F".

Metropolitan Water Reclamation District Of

Greater Chicago (M.W.R.D.G.C.).

Requirements For The Use Of Navy Pier

For The 1989 Ethnic Festivals.

The Promoter shall be responsible for preventing any pollution to Lake Michigan and the storm sewer system servicing Navy Pier which may result from the operation of the Festival. In order to ensure that no pollution occurs, the Promoter shall adhere to the following procedures and measures:

1. The Promoter shall provide a minimum of one waste water drum per food vendor which shall receive wash waters from food preparation. Each drum shall be pumped out nightly and wastes shall be transported off-site for proper disposal. Such drums shall be placed in a central location accessible to the vendors as well as the service contractor and each drum shall have a screen over the open top to prevent the entry of large debris.
2. The Promoter shall provide an adequate number of grease receptacles for use by vendors who require grease disposal services, with post-event servicing at a minimum or more frequent service, if appropriate.

3. The Promoter shall provide an adequate maintenance staff to maintain the trash receptacles and the grounds area to prevent debris from entering the lake or the storm system.
4. The Promoter shall provide an adequate number of washroom facilities to serve the needs of the projected crowd volume with no less than daily servicing to prevent overload and spillage into the storm system. An "adequate number" is defined as no less than one portable toilet per 200 persons if no other facilities are reasonably available. Portable toilets shall be located at key locations along the length of Navy Pier. Proper facilities shall also be available for handicapped patrons.
5. The Promoter shall permit storm sewers to be sealed throughout the Festival to prevent discharge into the storm system.
6. The Promoter shall require the vendors participating in the Festival to utilize appropriate waste receptacles and to discharge nothing into the storm sewer system, into the waters of Lake Michigan, or on Navy Pier.

Any costs or expenses incurred by the M.W.R.D.G.C. as a result of the operation of the Festival shall be the responsibility of the Promoter and the Promoter agrees to pay such charges promptly upon demand.

Exhibit "G".

Chicago Fire Department Requirements For 1989 Ethnic Festivals

At Navy Pier.

The Promoter shall ensure that:

1. All food vendors have a working fire extinguisher in the booth where they are cooking.
2. All food vendors using gas pre-convert their equipment with fittings approved by the gas institute.
3. A central location be used for storing gas containers.
4. A single vendor be used whenever possible to supply all gas tanks, collect empties and distribute gas.

5. All gas tanks be secured to prevent accidental movement.
6. A bucket of water be supplied in every booth that grills with open fires.
7. If 200 or more chairs are used in any area, they shall be ganged together in groups of five.
8. The south dock be used as an additional exit during all Festival hours.

Exhibit "H".

Guidelines For Food Handling At Neighborhood Festivals

Or Temporary Food Service Events

Developed By Department Of Health,

City Of Chicago

And

Chicago Hospitality Institute

Chicago Citywide College, City Colleges Of Chicago.

Introduction: These guidelines have been prepared for your protection and to minimize the possibility of food-borne illness incidents at Chicago's Festivals and temporary food service events.

History has borne out the fact that efforts on the part of sanitarians throughout the United States, in all areas of environmental concern, including food protection, have greatly enhanced the quality of life of all of our citizens. These efforts have been a key factor in making the quality, safety and nutritional level of foods throughout our land second to none.

Please remember that these are very basic ideas and are by no means all inclusive. Only a case-by-case study by the Department of Health will determine the requirements necessary for your individual event. Our intent is to keep your event a safe and pleasurable one.

It is illegal to hold or operate a fair, carnival, show, sporting event or any other such activity where persons gather and food is served to the public, without notifying the Departments of Health (Food Protection Division) and Revenue.

A plan and report of the proposed activity must be submitted to the Department of Health approximately thirty (30) days prior to the scheduled date of the activity, including an outline map of the area to be used, showing the location of all proposed food service areas, with detailed drawings of each stand showing equipment intended to be used therein.

Definition -- Temporary Food Service Establishment means a food service establishment that operates at a fixed location for a period of time of not more than fourteen (14) consecutive days in conjunction with a single event or celebration, such as a fair, carnival, circus, or public exhibition.

Temporary Food Service Establishments -- General. A temporary food service establishment shall comply with the requirements of these Rules and Regulations, except as otherwise provided in this part. The health officer may impose additional requirements to protect against health hazards related to the conduct of the temporary food service establishments and may prohibit the sale of some or all potentially hazardous foods, and may waive or modify requirements of these Rules and Regulations other than in this part, when, in his/her opinion a health hazard is not likely to result from such waiver or modification.

Temporary Food Service Establishments -- Restricted Operations. Only those potentially hazardous foods requiring limited preparation shall be prepared or served. The preparation or service of other potentially hazardous food, including pastries filled with cream or synthetic cream, custards and similar products, and salads or sandwiches containing meat, poultry, eggs is prohibited. However, this prohibition does not apply to any potentially hazardous food that has been prepared and packaged under conditions meeting the requirements of these Rules and Regulations, is obtained in individual servings, is stored at a temperature of forty-five degrees Fahrenheit (45° F) (seven degrees Celsius (7° C)) or below or at a temperature of one hundred forty degrees Fahrenheit (140° F) (fifty-six degrees Celsius (56° C)) or above in facilities meeting the requirements of these Rules and Regulations, and is served directly in the unopened container in which it was packaged.

The Department Of Health May, Without Warning, Or Hearing, Suspend Any Permit To Operate A Food Service Establishment, If The Permittee Does Not Comply With The Requirements Of These Rules And Regulations, Or The Lawful Directives Of The Health Officer, Or If The Operation Of The Establishment Is Not In Compliance With The Requirements Of These Rules And Regulations, Or If Violations Of These Rules And Regulations Have Not Been Corrected Within The Time Specified In An Inspection Report; Provided, That The Department Of Health Shall Suspend The Permit Of A Food Service Establishment Whenever The Operation Of Such Food Service Establishment Constitutes A Substantial Hazard To Public Health. Suspension Is Effective Upon Service Of Written Notice. When A Permit Is Suspended, Foodservice Operations Shall Immediately Cease.

Food-borne illness, despite the progress which has been achieved in food protection programs, continues to be a major public health concern. A food-borne illness is a disease

that is carried or transmitted to its victim by food or improper food handling. If the guidelines below are followed, the possibility of food-borne illness will be minimized.

A. Food.

All food shall be clean, wholesome, free and adulteration and misbranding.

Source:

- a) All food and drink sold or served must originate from licensed food sources.

Health reason: The sound condition, proper labeling, and safety of food are basic requirements for the protection of public health.

- b) No food or drink cooked or prepared in the home (canned food included) will be allowed to be sold, served, or given away.

Health reason: Food, if mishandled, can become contaminated with filth, pathogenic microorganisms or toxic chemicals. Carriers of disease-causing organisms may, without proper equipment in preparation and transportation, cause food borne illness.

B. Containers And Labels

- a) All beverages must be sold in original containers or from dispensers filled in licensed sources. Food not in its original container shall be labeled.

Health reason: Reduces the potential of contamination in on-site preparation.

- b) Milk for drinking purposes shall be dispensed from an unopened, commercially filled package not exceeding one pint in capacity or from a mechanical, bulk milk dispenser.

Health reason: Reduces the potential of contamination in on-site preparation.

C. Food Protection:

- a) All food must be shielded from the public with some type of protective covering. Handling, coughing, or sneezing over the food can very easily contaminate the food.

Health reason: Prevent contamination from insects, dirt, droplet infection (sneezing and coughing).

- b) All perishable foods should be stored in a manner to protect against spoilage. Refrigeration is required. Cold packs, ice, chemical filled dry ice are also recommended. Hot-holding facilities are required.

1) All cold potentially hazardous foods requiring refrigeration must be maintained at an internal temperature of 45° F or below.

2) Hot foods after being cooked should be kept warm (140° F) until sold.

Health reason: Proper storage temperature of all potentially hazardous foods assures minimal contamination from growth of pathogens, and is required.

- c) Ice shall be obtained from an approved commercial source in either chipped, crushed or cubed form and shall be received in single use, closed bags.

Health reason: Reduces the potential of contamination in on-site preparation.

- d) All food shall be stored off the ground (i.e., on pallets or shelves) and shall be covered to prevent contamination by dust, insects, rain and other contaminants.

Health reason: Prevent contamination from insects, dirt, droplet infection (sneezing and coughing), contaminated ground spillage.

- e) Wet storage (non-drained ice) of food is prohibited, except that cans of non-potentially hazardous beverages (i.e., soft drinks, bottled water, beer) may be stored when the water contains at least 100 p.p.m. chlorine (3 tablespoons per gallon) and is changed at least twice a day or more if needed to keep the sanitizer at that level.

Health reason: Prevents contamination of product through absorption of product container by melted ice water.

- f) When food is served (particularly chicken) the preparation area (cutting board, et cetera) should be sanitized after each use to avoid cross contamination.

Health reason: Raw poultry and other foods may contain salmonella (food poisoning organism). Improper handling of unsanitized contaminated utensils may recontaminate other foods being prepared.

- g) Potentially hazardous foods* can only be thawed in mechanical refrigeration (temperatures less than 45° F), in cold, running water, or cooked frozen.

Health reason: Proper storage temperature of cold foods assures minimal contamination from growth of pathogens.

- h) All potentially hazardous foods must be cooked to the required internal temperatures. For example:

1. Poultry -- internal temperature of 165° F.
2. Pork and all hams (including "precooked") -- internal temperature of 150° F.
3. Beef -- internal temperature of 140° F.

Potentially hazardous food products not meeting these temperature requirements shall be summarily disposed of.

Health reason: Microorganisms innately peculiar to specific foods will be destroyed at these temperatures.

- i) Condiments such as mustard, catsup, sugar, et cetera, shall be individually packaged or dispensed from a container which protects the condiment from contamination, i.e., pump dispenser or "squeeze" type bottle. Condiments that cannot be poured, such as onions (sliced or diced), pickles, et cetera, shall, when possible, be dispensed from a container with a self-closing lid.

* Potentially hazardous food means any food that consists in whole or in part of milk or milk products, eggs (including whole, shell eggs), meat, poultry, fish, shellfish, edible crustacea, or other ingredients, including synthetic ingredients, in a form capable of supporting rapid and progressive growth of infectious or toxigenic microorganisms. The term does not include foods which have a pH level of 4.6 or below or a water activity (a_w) value of 0.85 or less.

Health reason: To prevent the contamination of food and food- contact surfaces and potential transmission of food-borne illness.

- j) Food and ice shall be handled with scoops, tongs, spoons or other appropriate utensils. Ice shall not be hand-dipped or dispensed with a glass or cup.

Health reason: To prevent the contamination of food and food contact surfaces and potential transmission of food-borne illness.

- k) Scoops, tongs and other serving utensils shall be stored:
1. in the food with the handle extended out of the food; or
 2. stored clean and dry; or
 3. stored in water with a 100 p.p.m. free residual chlorine (3 tablespoons per gallon) and is changed at least twice a day or more if needed to keep both the water and containers clean.
- l) All potentially hazardous foods must be removed from the booth at the end of the day. Foods requiring refrigeration must be stored in the monitored refrigerated vehicles on-site or in refrigeration at the discussed licensed facility.
- m) Each mechanically refrigerated unit shall be provided with a thermometer which is accurate to plus or minus 2° F.
- n) Each stand which serves potentially hazardous foods shall have, and use, a metal, stem-type thermometer which is numerically scaled in 2° F increments from at least 0° to 165° F, and is accurate to plus or minus 2° F to assure the attainment and maintenance of the temperature requirements.

D. Personnel.

Personal Hygiene:

- a) The following individuals shall not work in a food stand:

1. Personnel with infected cuts, burns or boils on their hands or arms; and/or
 2. Personnel with diarrhea or who are carriers of a food-borne pathogen; and/or
 3. Personnel with a respiratory infection.
-
- b) Fingernails shall be clean and trimmed.
 - c) Hands and arms shall be washed with clean water and soap before starting work, after each visit to the toilet, and as frequently as necessary during the day to maintain clean hands and arms.
 - d) Handwashing facilities shall be provided and used in each establishment. The minimum facilities shall consist of a basin, clean water, soap and paper towels. Common towels are prohibited.
 - e) Employees shall wear clean outer clothing.
 - f) Employees shall wear effective hair restraints. Examples of effective hair restraints are hairnets and billed "baseball caps" where the hair is covered and contained. Hair spray shall not be allowed in lieu of an effective hair restraint.
 - g) Mustache or beard restraints shall be used for any facial hair exceeding one inch in length.
 - h) Eating, drinking, smoking or other use of tobacco is not permitted in the food preparation or sales areas.

Health reason: To prevent the contamination of food and food contact surfaces and potential transmission of food-borne illness.

Food, if mishandled, can become contaminated with filth, pathogenic microorganisms or toxic chemicals. Carriers of disease-causing organisms may, without proper equipment in preparation and transportation, cause food-borne illness.

E. Food Equipment, Utensils.**Customer Utensils:**

- a) Only single-service utensils (fork, knife, spoon, plate and cup) shall be provided to the customer. No single-service article can be reused.
- b) Single-service articles shall not be stored on the floor or ground and shall be stored and dispensed in a manner that prevents contamination.
- c) Single-service cups shall be dispensed from an approved tube dispenser or from the plastic shipping wrap surrounding each stack of cups. The cups shall be dispensed in a manner that prevents contamination of the interior or surfaces that come into contact with the mouth of the consumer. No dishwashing will be allowed. There must be an adequate means for transporting dirty cooking utensils. Vendors must supply enough food utensils to meet the needs of the entire day's business.

Food Contact Equipment/Surfaces:

- a) Food contact equipment and surfaces shall be smooth, easily cleanable, non-absorbent, of food-grade materials and be in good repair. Chipped or glazed enamelware, wood, or galvanized surfaces are not acceptable food contact surfaces. Wood daubers are prohibited.
- b) Cooking surfaces shall be cleaned at least once a day or more frequently if needed.
- c) Wiping cloths or sponges used for cleaning food contact surfaces shall be clean. The cloths and sponges shall be stored in a sanitizing solution maintained at a minimum of 100 p.p.m. chlorine (3 tablespoons per gallon changed every 4 hours) between uses.
- d) Wiping cloths or sponges used for cleaning non-food contact surfaces shall be cleaned and stored in a sanitizing solution maintained at a minimum of 100 p.p.m. chlorine (3 tablespoons per gallon changed every 4 hours) between uses.

Health reason: Food, if mishandled, can become contaminated with filth, pathogenic microorganisms or toxic chemicals. Carriers of disease-causing organisms may, without proper equipment in preparation and transportation, cause food-borne illness.

F. Water/Sewage.**Vendor Waste Generation and Handling:**

- a) **Waste Waters --** A minimum of one 55 gallon drum open at one end with its end covered by a tightly fitting 1/4 inch mesh screen will be supplied to each vendor to receive food preparation waste water. Additional drums will be available for vendors who generate more than one drum per day.
- b) **Waste Water Service --** Each waste water drum and beer icing barrel will be pumped out nightly by a contractor who has vacuum tank truck equipment. The accumulated water will then be delivered to the M.W.R.D. (Metropolitan Water Reclamation District) for disposal.
- c) **Cooking Oils and Greases --** Each vendor who performs a deep fat frying function will be supplied one 55 gallon open head drum with a tightly fitting solid lid in which he will dispose of all waste grease generated.
- d) **Waste Grease Removal --** Waste grease will be removed nightly by a grease rendering contractor contracted to perform this task for the event. Materials will be removed from the site to an appropriate reprocessing facility.
- e) **Charcoal Ash Waste and Removal --** Any vendor who operates a charcoal fire cooking table will be supplied with one open head 55 gallon drum with a tightly fitting lid. Additional drums will be made available as they will only be serviced at the end of the event because of the residual fire potential.
- f) **Container Identification --** Each individual drum's purpose will be clearly marked on its side and each will be color coded according to the previously used code. Black = Grease; Blue = Waste Water; Red = Charcoal; Yellow or Brown = Trash.
- g) **Drum Positioning --** All vendor use drums will be located within or immediately adjacent to the food preparation area away from patron access and possible use and contamination.

The food stand operator shall keep the grounds surrounding his/her stand free of food scraps, paper and other debris. No wastes will be disposed of in the public sewers in the event site.

Health reason: Necessary to minimize odors, prevent breeding place for insects and rodents and prevent soiling of food preparation and food service area.

G. Construction:

- a) The walls and ceiling shall be made of wood, canvas or other material which protects the interior from the weather.

The canvas overhang shall be constructed in such a manner that it will extend beyond the perimeter of each booth affording water drainage away from the food preparation area in all cases.
- b) All wood framing shall be freshly painted so that it is smooth, easily cleanable and non-absorbent.
- c) The floor in the food preparation area shall be well drained concrete or asphalt. Sawdust shall not be used as floor covering.
- d) The street surface within each vendor tent or food preparation area will be covered by a minimum of one layer of double-faced kraft box board material. Food and grease stained segments will be replaced minimally on a daily basis or more often if necessary. Any water-soaked material will be replaced immediately. Sufficient quantities of this box board material must be immediately on hand to accomplish this requirement.
- e) Light bulbs or tubes inside the food preparation area shall be shielded or be of "shatter-resistant" construction.

H. Toxic Chemicals:

- a) No toxic chemicals shall be stored in or around the food service area. Any chlorine container, when used, must be properly labeled and handled under the supervision of the certified Summer Festival booth operator.

I. General:

- a) At all times food is handled, a person who has completed Summer Festival Sanitation Training for the current year must be present at the booth and should be proudly displayed.

*Department Of Health**Temporary Food Service Establishment.***Pre-Opening Self-Checklist.**

These conditions apply to all food concessions. Numbers correspond to item numbers on our inspection report. We hope this checklist will assist you in keeping your event safe.

Establishment Name:

Date:

1. All food supplies must be from approved sources.

4. a. There must be sufficient mechanical refrigeration which will hold food temperatures below 45° F at all times.
 b. There must be sufficient cooking and hot-holding equipment to cook and hold all hot foods above 140° F.

5. a. Provide appropriate thermometers for each refrigerator, freezer and hot-holding unit.
 b. Provide a metal-stemmed thermometer to check cooking, hot-holding and cooling temperatures.

8. Condiments must be provided in individual packets or approved dispensers. Beverages must be sold in original containers or from dispensers filled in licensed sources.

12. There must be available containers of potable water sufficient to last or be replenished throughout the day to use for hand washing. Soap and sanitary paper towels or handi-wipes must also be available for hand washing.

13. Hair restraints must be available for all employees.

14. All food contact surfaces must be of approved materials and in good repair (no rust, peeling paint, raw wood, wood utensils, galvanized containers, chipped enamel, garbage bags to hold food, scored cutting boards).

15. All non-food contact surfaces must be of approved materials and in good repair (no raw wood surfaces, peeling paint, rust, absorbent materials).

- 16. [] No dishwashing will be allowed. There must be an adequate means of transporting dirty cooking utensils.
- 20. [] An approved sanitizer must be available (bleach is acceptable).
- 22. [] All food contact surfaces must be clean.
- 23. [] All other non-food contact surfaces must be clean.
- 25. [] Only single-service plates, cups, bowls, forks, spoons, knives, may be used by the consumer.
- 28. [] Waste grease must be stored in and disposed of in approved containers.
- 33. [] Provide cleanable waste containers for garbage, litter and grease which are covered.
- 35. [] Outside cooking equipment must be restricted and protected. The preparation area must be designated and separate.

Daily Self-Inspection.

The following checklist may be an aid in conducting a self-inspection while operating your food concession. Numbers correspond to item numbers in our inspection report. A routine inspection may not be limited to these items only.

Establishment Name:

Date:

- 1. [] Do not save leftovers for use the next day. All food must be in good condition, free of spoilage and obtained from approved sources. Home-canned and home-prepared food is prohibited.
- 2. [] Label all containers of food.
- 3. [] Cook meat and other potentially hazardous foods to a safe internal temperature:

beef 140° F
 pork 150° F
 poultry 165° F

Keep potentially hazardous food (foods consisting in whole or part of milk or milk products, eggs, meat, fish and shellfish) above 140° F or below 45° F at all times.

4. [] Use a metal-stemmed thermometer (not glass) to check food temperatures often.
5. [] Thaw potentially hazardous food in a refrigerator or cook frozen.
6. [] Store raw meat and poultry so the meat or bloody liquid will not touch or drip onto food that will not be cooked later.
7. [] a. Keep food covered and off the ground.
 b. All food must be shielded from the public with some type of protective covering, plastic or a glass enclosure.
8. [] Use utensils whenever possible. Minimize hand contact with food.
9. [] Store food and ice scoops so the handle does not touch the food or ice, or so that the scoops do not get dirty or contaminated.
10. [] Do not eat, smoke, or drink in the concession. Wash hands before starting work. Wash hands after using the toilet, taking a break, touching raw meat or any other contaminated object. Do not reuse cloth towels.
11. [] Everyone in the concession must wear effective hair restraints (hat, cap, scarf or net) and clean clothes.
12. [] Ice shall be obtained only in chipped, crushed or cubed form and in single-use safe plastic or wet-strength paper bags filled and sealed at the point of manufacture. The ice shall be held in these bags until it is dispensed in a way that protects it from contamination.
13. [] Use separate containers of sanitizer for a) wiping food contact equipment and b) non-food contact surfaces. Store wet cloths or sponges in the sanitizer between uses.
14. [] Clean and sanitize food equipment often during the day to prevent dried, encrusted food buildup.
15. [] Non-food contact surfaces must be cleaned daily to prevent any buildup.
16. [] Keep clean equipment covered, off the floor and protected when not in use. Do not towel dry utensils. Store handles of utensils in one direction.
17. [] Keep single service items covered in their original container until used. Dispense cups from sleeve or cup dispenser.

18. [] Keep floors clean and litter free.
19. [] Store all clothes, shoes, purses and other personal items separately from food utensils and single service items.
20. []
 - a. Keep litter, paper and food scraps cleaned up around the concession. Eliminate any pooling water.
 - b. Protect clean linen and store properly. Store dirty linen in a laundry bag or cleanable container.

Exhibit "I".
(6 of 6)

Asian Festival, Incorporated.

(Asian Festival)

Lease Agreement For Navy Pier.

This Lease Agreement is made as of _____, 1989, by and between the City of Chicago, a municipal corporation and a home rule government under Article VII, Section 6(a), of the 1970 Constitution of the State of Illinois ("City") and Asian Festival, Incorporated ("Promoter").

Recitals.

Whereas, The Promoter desires the use of certain property, commonly known as Navy Pier and more specifically described on Exhibit "A", which is attached hereto and incorporated hereby (the "Navy Pier"), for the purpose of conducting a festival to be known as Asian Festival ("Festival"); and

Whereas, The Festival creates a unique opportunity for the City to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

Whereas, The Festival further creates unique opportunities to promote tourism in the City and to generate employment opportunities for Chicago residents, both of which are in the public interest;

Now, Therefore, In consideration of the mutual covenants and promises 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 In And Made A Part Of This Lease Agreement As Though Fully Set Forth Herein.

Section 2. Obligations Of The City.

2.01

The City does hereby grant the Promoter the sole and exclusive privilege of occupying and using those designated areas of Navy Pier, more fully described on Exhibit "A", attached hereto, for the period beginning Noon on August 31, 1989, and ending at Midnight on September 6, 1989, inclusive of the time required for necessary cleanup and restoration, in order to conduct its Festival.

2.02

The City shall provide assistance in the pre-production, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City shall also provide the Promoter, at no charge, with a liaison to assist the Promoter in arranging for the necessary City services and permits, subject to such fees as may be set by the various City departments and agencies, including but not limited to license or inspectional fees, and to assist the Promoter in its communications with such City departments and agencies as may become involved in the production of the Festival.

2.03

The City shall make available at no additional charge certain equipment and services as may be necessary to the continued production of the Festival, including a vector truck, sprinkler fitters, and a maximum number of 200 picnic tables. The City and the Promoter shall jointly inspect the picnic tables before and after the Festival, and the Promoter agrees

to restore such tables to a condition no less than that which existed before the Festival. The City shall not collect a security deposit for the picnic tables in consideration of the Promoter's promise to pay promptly any charges for damage to the picnic tables as a result of their use during the Festival.

Section 3. Obligations Of The Promoter.

3.01

The Promoter shall pay the City a fee of \$4,000 for the use of Navy Pier under the term of this lease. One half of the total fee shall be paid no later than seven business days prior to the commencement date of the term of the lease by certified check payable to the "City of Chicago Fund No. 648-38", and the balance of the fee shall be paid in the same manner no later than Noon the day following the opening of the Festival to the public.

3.02

The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as Exhibit "B". The Promoter shall also submit a production plan for the Festival which must be acceptable to the City. The production plan is attached hereto and incorporated hereby as Exhibit "C".

3.03

(a) The Promoter shall observe and comply with the rules and regulations promulgated by the City of Chicago Office of Special Events for the production of the Festival, a copy of which is attached hereto and incorporated hereby as Exhibit "D", and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City of Chicago Department of General Services on the use of Navy Pier, a copy of which is attached hereto and incorporated hereby as Exhibit "E", and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Water Reclamation District of Greater Chicago on the use of Navy Pier, a copy of which is attached hereto and incorporated hereby as Exhibit "F", and shall cooperate with the City in the implementation thereof.

(d) The Promoter shall observe and comply with the rules and regulations promulgated by the City of Chicago Fire Department for the production of the Festival, a copy of which is

attached hereto and incorporated hereby as Exhibit "G", and shall cooperate with the City in the implementation thereof.

(e) The Promoter shall observe and comply with the "Guideline for Food Handling at Neighborhood Festivals or Temporary Food Service Events", developed by the City of Chicago Department of Health, a copy of which is attached hereto and incorporated hereby as Exhibit "H", and shall cooperate with the City in the implementation thereof.

3.04

(a) The Promoter agrees that it shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations and Executive Orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, mental or physical handicap unrelated to ability to perform, or national origin, or otherwise commit an unfair employment practice. Promoter 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, mental or physical handicap unrelated to ability to perform, 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. Promoter shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Promoter shall incorporate this clause 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 lease agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 30 C.F.R. 12319, as modified by Executive Order 11375 issued October 13, 1967, 32 C.F.R. 14303 and Executive Order 120865 issued October 5, 1978, 43 C.F.R. 46501 and as further amended by Federal Reorganization Plan No. 2 of 1978, Section 102, 43 C.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., Chapter 29, Secs. 17 to 24 inclusive; ordinances passed by the City Council of the City of Chicago, on August 21, 1945, page 3876 of the Journal of Proceedings (Municipal Code of Chicago, Ch. 198.7A), and on December 21, 1988, page 23526 of the Journal of Proceedings; and the provisions of 41 C.F.R. Chapter 60.

(c) The Promoter shall, at its own cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the lease. The Promoter shall execute an anti-apartheid and an anti-collusion certification as described by Chapter 26 of the Municipal Code of the City of Chicago. The Promoter shall further provide the City of Chicago with an economic disclosure statement and a copy of financial statements relating to the Festival.

3.05

The Promoter agrees to indemnify, defend, keep, and save harmless the City of Chicago, its agents, officials, and employees, against all suits or claims of any kind whatsoever arising, directly or indirectly, out of or by reason of this lease agreement, its execution and/or its performance.

3.06

The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable to the City of Chicago Comptroller, Risk Management Office, in the amount of no less than One Million Dollars (\$1,000,000.00), naming the City of Chicago, its officials, employees and agents, as additional insureds. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dramshop insurance, and workers' compensation, naming the City of Chicago, its officials, employees, and agents, as additional insureds. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City of Chicago Comptroller, Risk Management Office, satisfactory evidence of the necessary insurance coverage not later than seven (7) business days prior to the commencement date of the term of the lease. The Promoter shall also require all subcontractors and vendors to present to the City of Chicago Comptroller, Risk Management Office, certificates of insurance in commercially reasonable amounts for all applicable work.

3.07

The Promoter hereby acknowledges that it has inspected Navy Pier and its facilities, that it is satisfied with its physical condition and its suitability for its intended use, and that, subject to any exceptions of which it has given written notice to the City, it accepts Navy Pier and its facilities in the condition existing at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held on Navy Pier and that Navy Pier's general condition may be affected by any festivals preceding its Festival. In the event that Navy Pier should become untenable prior to or during the Festival for any reason, the Promoter agrees to indemnify, defend, keep and save harmless the City of Chicago, its officials, employees and agents, against all liability for any claims, suits or injuries arising from or as a result of the Festival's partial or complete non-performance.

3.08

The Promoter agrees that no improvements or alterations, temporary or permanent,

structural or non-structural, shall be made to or on Navy Pier without the express written consent of the City of Chicago Department of General Services. The temporary alterations contemplated by the Promoter's production plan attached hereto as Exhibit "C" shall be deemed to be consented to concurrently with the execution of this lease agreement.

3.09

The Promoter shall maintain Navy Pier in a safe, sanitary and sightly condition and good repair. The Promoter agrees that, at its own cost and expense, it shall repair and yield Navy Pier back to the City at the conclusion of the Festival in a condition no less than that which existed prior to the Festival.

3.10

The Promoter agrees to keep Navy Pier free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Promoter.

3.11

The City reserves the right to enter Navy Pier at any time for the purpose of inspecting any facilities and all aspects of the production and operation of the Festival.

3.12

The Promoter agrees that the City of Chicago, its officials, employees, and agents, shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about Navy Pier grounds, nor shall the City, its officials, employees, and agents, be liable for injury to the person of the Promoter, its employees, agents, vendors 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 Navy Pier 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 Promoter. The City of Chicago, its officials, employees and agents, shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.13

The provisions of Executive Order 89-7 of the City of Chicago shall apply to this lease agreement.

3.14

(a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement, or any portion thereof, or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy Navy Pier or any part thereof without the prior written consent of the City.

(b) In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Promoter shall be the joint and several obligation of each such individual or other legal entity.

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of Navy Pier by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as Exhibit "C", solely for those purposes described therein.

3.15

The Promoter 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 Promoter, or as constituting the Promoter or any officer, owner, employee or agent of the Promoter 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.

3.16

This lease agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the Office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by the Promoter or anyone acting on behalf of the Promoter, and that if the same be so filed, this lease agreement and each and every provision hereof shall be and become absolutely null and void and the City may declare such filing a breach of this lease agreement, and further

the City shall be entitled to payment by the Promoter for any costs the City may incur by reason of such filing or of having to clear title.

3.17

The Promoter acknowledges that it is jointly and severally responsible along with the other Festival promoters to install a six (6) foot high cyclone fence approximately 1,000 feet in length along the south dock of Navy Pier. The installation, type and location of the fence must be acceptable to the City. The Promoter acknowledges that if the fence is not installed twenty-four (24) hours prior to the opening of the first Festival in the 1989 series of ethnic festivals, the City reserves the right to cancel all Festival activity at Navy Pier until the fence is installed to the City's satisfaction. The Promoter acknowledges that upon closing of the last Festival in the 1989 series of ethnic festivals, the removal of the fence shall be within the sole discretion of the Commissioner of General Services and the fence shall remain the property of the City.

Section 4. Events Of Default, Termination Of Agreement And Remedies.

4.01 The following shall constitute events of default:

- (a) Any material misrepresentation made by the Promoter to the City;
- (b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or conditions of this lease agreement, including those set forth in the exhibits attached hereto and made a part hereof; and
- (c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoter.

4.02

The occurrence of any event of default may, at the sole option of the City, work a forfeiture of this lease agreement and all of the rights of the Promoter hereunder and, thereupon, the City, its agents and/or attorneys, shall have the right to enter Navy Pier and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy of forfeiture shall not be invoked except in circumstances which materially affect the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys may immediately

reenter Navy Pier and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03

No remedy under the terms of this lease 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 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 Promoter's default under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event 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 lease agreement and this applies to all terms and conditions contained herein.

5.02

This lease agreement is for the duration of the 1989 Festival only and creates no rights or guarantees for any subsequent festivals produced by the Promoter.

5.03

This lease 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 of Chicago, its officials, employees and agents, shall not be liable to the Promoter for any losses incurred by reason of such termination, and the Promoter agrees to defend, keep, indemnify and save harmless the City, its officials, employees, and agents against any claims, suits or injuries, arising, directly or indirectly, as a result of the implementation of this provision.

Section 6. General Conditions.

6.01

This lease agreement and the Exhibits "A" through "H" attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02

Where there exists a conflict between or among the exhibits and the lease agreement, the terms and provisions of the lease agreement shall control as applicable.

6.03

This lease 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

(a) No member of the governing body of the City of Chicago, or other unit of local government, and no other officer, employee, or agent of the City of Chicago or other unit of local government who exercises any decision-making authority with regard to this lease agreement or any governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease 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 lease agreement, or to any benefit to arise herefrom, if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

(c) The conflict of interest and ethics provisions of Chapters 26.2-29 and 26.26-26 of the Municipal Code of Chicago are hereby incorporated by reference.

6.05

This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06

Any headings of this lease 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 lease agreement.

6.07

If any provision of this lease 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 lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08

No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

6.09

All of the terms and provisions of the lease agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 7. Notices.

Any and all notices given or required under this lease 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 General Services
Real Estate Office
320 North Clark Street
Room 505
Chicago, Illinois 60610
Attention: Supervisor of Leasing

and

Office of Special Events
City Hall, Room 703
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

If To The Promoter:

Asian Festival, Incorporated
1364 East 48th Street
Chicago, Illinois 60615
Attention: Fran Womack

Notices mailed in accordance with this section shall be deemed effective upon mailing. Notices delivered personally shall be deemed effective upon receipt.

Section 8. Authority.

8.01

The Promoter shall provide to the City a copy of its articles of incorporation, a current certificate of good standing, and a duly adopted resolution of its directors authorizing execution of this lease agreement.

8.02

Execution of this lease agreement by the City was authorized by an ordinance of the City Council of the City of Chicago passed on _____ (Council Journal of Proceedings page _____).

8.03

The applicable City of Chicago Fund is 355.

In Witness Whereof, The parties have caused this lease agreement to be signed as of the first date written above.

[Signature forms omitted for printing purposes.]

Exhibits "A" through "H" attached to this lease agreement read as follows:

Exhibit "A".

"Site Map".

[To Be Provided By The Promoter]

Exhibit "B".

"Proposal".

[To Be Provided By The Promoter]

Exhibit "C".

"Production Plan".

[To Be Provided By The Promoter]

Exhibit "D".

Mayor's Office Of Special Events

Rules And Regulations.

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1989 Navy Pier Festivals (Festivals) be of a professional standard and that Navy Pier be properly used and maintained.

1. Festival Hours.

Setup Time

The Promoter shall commence setup on or after 8:00 A.M., on the 31st day of August, 1989, and such setup shall be completed not later than 11:59 A.M. on the 2nd day of September, 1989.

The Pier shall be opened to the Festival patrons on September 2, 1989, from Noon through 9:00 P.M. daily.

Breakdown Time

The Promoter shall be allowed breakdown time from 12:01 A.M. on the 5th day of September, 1989, until 11:59 P.M. on the 6th day of September, 1989.

The Promoter shall inform the City of its work schedule, including without limitation production setup and breakdown times, in order to coordinate supervision and security. The Promoter shall schedule setup, breakdown and Festival entertainment such that it shall run not later than 8:00 P.M. on September 2, 3 and 4, 1989.

2. Equipment Installation. All equipment, structures and materials not needed by the Festival immediately following this Festival shall be removed from the site by Midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining on Navy Pier after a Festival and not needed or wanted by the immediately following Festival shall be considered abandoned, may be removed by the City and, thereupon, shall become the property of the City.

3. Attendance. The Promoters shall monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police and Fire Departments and shall close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. Maintenance and Restoration. Prior to the scheduled date for the Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Department of General Services shall tour Navy Pier in order to determine the condition of Navy Pier at the time that the Festival arrives on the site. After the Festival, representatives shall again tour Navy Pier to determine any damage incurred during that Festival's operation. The Promoter shall also be responsible for the daily maintenance and repair of Navy Pier during the term of its lease.

5. Food and Beverage Operations. The Promoter shall not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales shall be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently displayed. The Promoter shall monitor alcohol sales in cooperation with the Chicago Police Department and shall stop sales if the Police Department deems it necessary for public safety. The Promoter shall require its vendors to check age documentation when appropriate. The Promoter shall submit a list of vendors to the Department of Revenue, the Department of Consumer Services, and M.O.S.E. in sufficient time to permit a reasonable review before the start of the Festival.

The Promoter shall pay or cause to be paid to the Department of Consumer Services an assessed fee for the inspection of its vendors and shall require its vendors to comply with all rules, regulations and requirements concerning food and beverage operations. The Promoter shall monitor its vendors to ensure proper disposal of waste materials, including grease and water. All food preparation areas must be regularly covered with clean cardboard or other absorbent materials. The Promoter shall also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who shall be responsible for monitoring and supervising the food vendors on the Pier grounds.

6. Deliveries. The Promoter shall ensure that a staff person or vendor is present at Navy Pier for all deliveries and pickups.

7. Insurance. The Promoter shall submit to the Department of General Services and to the Comptroller's Office of Risk Management a copy of an insurance policy showing One Million Dollars general liability coverage, naming the City, its officials, employees, and agents, as additional insured, at least ten (10) days before the beginning of its Festival. This policy shall also hold the City, its officials, agents and employees, free from liability and litigation. The Promoter shall also obtain other appropriate insurance coverage, including without limitation, property insurance, dramshop insurance, and workers' compensation in commercially reasonable amounts. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall require subcontractors and vendors to present certificates of insurance in commercially reasonable amounts, naming the City, its officials, employees, and agents, as additional insured.

8. **Vehicles.** The Promoter shall limit the number of vehicles driving on Navy Pier in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. The Promoter shall supervise all vehicles before, during and after the Festival.

9. **Electricity.** The Promoter shall hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor shall be affiliated with I.B.E.W. An Edison meter shall be installed by the Promoter in the "Outlet Area" and full costs for its electricity shall be borne by the Promoter. The Promoter shall adhere to the recommendations of City electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. **Sanitation and Sewerage.** The Promoter shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Water Reclamation District of Greater Chicago, the Office of the Cook County State's Attorney, the Water Department, Department of Sewers and the Department of General Services. All portable toilets and chemical toilets in trailers shall be pumped out at least once daily and disposed of at a City-approved site by a toilet company employed by the Promoter. In the event of rain, the storm sewers shall be pumped out by the City's vactor truck and the water removed from the site. Catchbasins shall be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. All scupper drains must be sealed during the period of this lease agreement. No waste shall be disposed of in catchbasins, but shall be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In addition, the Promoter shall provide constant on-site cleanup of Navy Pier and areas immediately adjacent thereto during the Festival. The Promoter shall clean the grounds and sweep the sidewalks after each day of operation. Cleanup on the east, uncurbed end of Navy Pier must be performed by manual sweeping and, if necessary, by mopping operations at all times during the Festival and until all debris has been removed from the paved surfaces. All oil, grease and other stains shall be removed from the concrete and grounds and Navy Pier shall be cleaned of all trash by Midnight Tuesday after the Festival ends.

11. **Construction.** The Promoter shall consult with the Department of General Services concerning any construction. Structures shall be free-standing whenever possible.

12. **Fireworks.** The Promoter shall consult with M.O.S.E. and the Fire Department concerning procedures for fireworks expositions and shall secure all necessary permits and pay all necessary fees for fireworks, if any. The Promoter shall obtain insurance in an amount of no less than One Million Dollars covering its fireworks display and naming the City of Chicago, its officials, employees, and agents, as an additional insured.

13. **Promotional Materials.** The Promoter shall limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. **Extra Attractions.** The Promoter shall consult with M.O.S.E. staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides. Certain games of chance may be permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue for such operations.

Any game of chance shall conform to the Charitable Game Act of the State of Illinois. The Promoter shall not operate mechanical rides on Navy Pier or any adjacent areas immediately thereto in connection with any Festival. The Promoter shall contact and cooperate with the City of Chicago Department of Animal Care and Control regarding any animals to be brought onto Navy Pier in connection with its Festival.

15. M.O.S.E. Services. M.O.S.E. shall provide pre-production, on-site installation and operation, and post-production technical assistance. M.O.S.E. shall assist the Promoter in arranging for services from police, fire, sanitation, revenue, consumer services and other City departments and agencies. The providing of such services shall be subject to such fees, and any rules and regulations as may be set by those departments.

16. On-Site Representation. The Promoter shall have a representative at Navy Pier at all times during the Festival for consultation with M.O.S.E. and other City departments. The Promoter shall identify the names and telephone or radio numbers of critical management staff, such as directors and construction supervisors, to M.O.S.E. in order that on-site decisions can be made and representatives contacted during the Festival.

17. Content of Festival. The Promoter warrants and represents that the Festival produced shall be substantially the same as the event originally proposed to M.O.S.E. The Promoter acknowledges that the City has agreed to lease space at Navy Pier for the 1989 season only.

18. Medical. The Promoter shall have on-site a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons or personnel. The Promoter shall train its staff in reporting any medical emergencies and obtaining ambulance services to hospitals. The Promoter shall have "Emergency Medical Teams" present on Navy Pier during the Festival, when appropriate.

19. Security. The Promoter shall obtain private security personnel in order to provide adequate security to protect the public. All Festival personnel shall cooperate with the Chicago Police Department during the Festival and shall follow police instructions concerning the protection of the public safety.

Exhibit "E".

Department Of General Services

Requirements For The Use Of Navy Pier

For The 1989 Ethnic Festivals.

- A. If Navy Pier or any portion thereof, including without limitation, any and all utilities shall be damaged by the act, default or negligence of the Promoter or of

Promoter's agents, contractors, vendors, employees, patrons, guests or any person admitted to said premises, Promoter shall restore such property to that condition existing just prior to the Festival at Promoter's sole expense, or Promoter upon demand by the City shall promptly pay to the City those sums reasonably necessary to complete such restoration.

- B. Without prior consent from the Commissioner of General Services, Promoter shall not operate or put up any engine, motor, or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purpose, or any other agent other than electricity for illuminating the demised premises.
- C. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of Navy Pier shall be obstructed by Promoter or used for any purpose other than ingress and egress. The doors, skylights, stairways or openings that reflect or admit light into any place in the buildings on Navy Pier, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Promoter unless prior written consent is given by the Commissioner of General Services. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Promoter shall not permit chairs or movable sets to be or remain in the passageways at any time.
- D. City shall have the exclusive right to collect and have custody of articles left on Navy Pier by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Promoter, or any other persons in the Promoter's employ, shall not collect nor interfere with collection or custody of such articles. Any property remaining unclaimed at the end of the Festival shall be and become the property of the City.
- E. City reserves the right to eject any person or persons from Navy Pier deemed to present a threat to the public health, safety, or welfare. The Promoter hereby waives any right and all claims for damages against the City, its officials, employees and agents in connection with such removal.
- F. Promoter must pay costs of any necessary City personnel that are not normally assigned to Navy Pier and any that must work beyond normal working hours. This will include but is not limited to electricians, sound technicians and operating engineers.
- G. Designated City personnel shall be permitted to enter Navy Pier at any time and on any occasion without charge.
- H. No performance, exhibition or entertainment shall be given or held on Navy Pier which may be unsuitable for family entertainment in the sole reasonable determination of the City.

- I. Promoter shall provide at its own expense all necessary ushers, crowd director, and any security service and trash pickup service, or as may be required by the Commissioner of General Services and Mayor's Office of Special Events, for the Festival, including the setup and breakdown period.
- J. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and Illinois State Statutes.
- K. Promoter shall not permit more than 4,000 persons to be allowed in Auditorium/Recreation/Sheds and Terminal Buildings at any one time during term of lease.
- L. Promoter will comply with all City sales tax and City amusement tax requirements.
- M. Promoter must take East End and Sheds in existing condition. A walk through with City personnel must occur before Promoter assumes occupancy and immediately following breakdown.
- N. Axle load limitations will be imposed that now exist for the entry ramps (7,000 pounds/axle).

Exhibit "F".

Metropolitan Water Reclamation District Of

Greater Chicago (M.W.R.D.G.C.).

Requirements For The Use Of Navy Pier

For The 1989 Ethnic Festivals.

The Promoter shall be responsible for preventing any pollution to Lake Michigan and the storm sewer system servicing Navy Pier which may result from the operation of the Festival. In order to ensure that no pollution occurs, the Promoter shall adhere to the following procedures and measures:

- 1. The Promoter shall provide a minimum of one waste water drum per food vendor which shall receive wash waters from food preparation. Each drum shall be pumped out nightly and wastes shall be transported off-site for

proper disposal. Such drums shall be placed in a central location accessible to the vendors as well as the service contractor and each drum shall have a screen over the open top to prevent the entry of large debris.

2. The Promoter shall provide an adequate number of grease receptacles for use by vendors who require grease disposal services, with post-event servicing at a minimum or more frequent service, if appropriate.
3. The Promoter shall provide an adequate maintenance staff to maintain the trash receptacles and the grounds area to prevent debris from entering the lake or the storm system.
4. The Promoter shall provide an adequate number of washroom facilities to serve the needs of the projected crowd volume with no less than daily servicing to prevent overload and spillage into the storm system. An "adequate number" is defined as no less than one portable toilet per 200 persons if no other facilities are reasonably available. Portable toilets shall be located at key locations along the length of Navy Pier. Proper facilities shall also be available for handicapped patrons.
5. The Promoter shall permit storm sewers to be sealed throughout the Festival to prevent discharge into the storm system.
6. The Promoter shall require the vendors participating in the Festival to utilize appropriate waste receptacles and to discharge nothing into the storm sewer system, into the waters of Lake Michigan, or on Navy Pier.

Any costs or expenses incurred by the M.W.R.D.G.C. as a result of the operation of the Festival shall be the responsibility of the Promoter and the Promoter agrees to pay such charges promptly upon demand.

Exhibit "G".

Chicago Fire Department Requirements For 1989 Ethnic Festivals

At Navy Pier.

The Promoter shall ensure that:

1. All food vendors have a working fire extinguisher in the booth where they are cooking.

2. All food vendors using gas pre-convert their equipment with fittings approved by the gas institute.
3. A central location be used for storing gas containers.
4. A single vendor be used whenever possible to supply all gas tanks, collect empties and distribute gas.
5. All gas tanks be secured to prevent accidental movement.
6. A bucket of water be supplied in every booth that grills with open fires.
7. If 200 or more chairs are used in any area, they shall be ganged together in groups of five.
8. The south dock be used as an additional exit during all Festival hours.

Exhibit "H".

Guidelines For Food Handling At Neighborhood Festivals

Or Temporary Food Service Events

Developed By Department Of Health,

City Of Chicago

And

Chicago Hospitality Institute

Chicago Citywide College, City Colleges Of Chicago.

Introduction: These guidelines have been prepared for your protection and to minimize the possibility of food-borne illness incidents at Chicago's Festivals and temporary food service events.

History has borne out the fact that efforts on the part of sanitarians throughout the United States, in all areas of environmental concern, including food protection, have greatly

enhanced the quality of life of all of our citizens. These efforts have been a key factor in making the quality, safety and nutritional level of foods throughout our land second to none.

Please remember that these are very basic ideas and are by no means all inclusive. Only a case-by-case study by the Department of Health will determine the requirements necessary for your individual event. Our intent is to keep your event a safe and pleasurable one.

It is illegal to hold or operate a fair, carnival, show, sporting event or any other such activity where persons gather and food is served to the public, without notifying the Departments of Health (Food Protection Division) and Revenue.

A plan and report of the proposed activity must be submitted to the Department of Health approximately thirty (30) days prior to the scheduled date of the activity, including an outline map of the area to be used, showing the location of all proposed food service areas, with detailed drawings of each stand showing equipment intended to be used therein.

Definition -- Temporary Food Service Establishment means a food service establishment that operates at a fixed location for a period of time of not more than fourteen (14) consecutive days in conjunction with a single event or celebration, such as a fair, carnival, circus, or public exhibition.

Temporary Food Service Establishments -- General. A temporary food service establishment shall comply with the requirements of these Rules and Regulations, except as otherwise provided in this part. The health officer may impose additional requirements to protect against health hazards related to the conduct of the temporary food service establishments and may prohibit the sale of some or all potentially hazardous foods, and may waive or modify requirements of these Rules and Regulations other than in this part, when, in his/her opinion a health hazard is not likely to result from such waiver or modification.

Temporary Food Service Establishments -- Restricted Operations. Only those potentially hazardous foods requiring limited preparation shall be prepared or served. The preparation or service of other potentially hazardous foods, including pastries filled with cream or synthetic cream, custards and similar products, and salads or sandwiches containing meat, poultry, eggs is prohibited. However, this prohibition does not apply to any potentially hazardous food that has been prepared and packaged under conditions meeting the requirements of these Rules and Regulations, is obtained in individual servings, is stored at a temperature of forty-five degrees Fahrenheit (45° F) (seven degrees Celsius (7° C)) or below or at a temperature of one hundred forty degrees Fahrenheit (140° F) (fifty-six degrees Celsius (56° C)) or above in facilities meeting the requirements of these Rules and Regulations, and is served directly in the unopened container in which it was packaged.

The Department Of Health May, Without Warning, Or Hearing, Suspend Any Permit To Operate A Food Service Establishment, If The Permittee Does Not Comply With The Requirements Of These Rules And Regulations, Or The Lawful Directives Of The Health Officer, Or If The Operation Of The Establishment Is Not In Compliance With The Requirements Of These Rules And Regulations, Or If Violations Of These Rules And

Regulations Have Not Been Corrected Within The Time Specified In An Inspection Report; Provided, That The Department Of Health Shall Suspend The Permit Of A Food Service Establishment Whenever The Operation Of Such Food Service Establishment Constitutes A Substantial Hazard To Public Health. Suspension Is Effective Upon Service Of Written Notice. When A Permit Is Suspended, Food Service Operations Shall Immediately Cease.

Food-borne illness, despite the progress which has been achieved in food protection programs, continues to be a major public health concern. A food-borne illness is a disease that is carried or transmitted to its victim by food or improper food handling. If the guidelines below are followed, the possibility of food-borne illness will be minimized.

A. Food:

All food shall be clean, wholesome, free from adulteration and misbranding.

Source:

- a) All food and drink sold or served must originate from licensed food sources.

Health reason: The sound condition, proper labeling, and safety of food are basic requirements for the protection of public health.

- b) No food or drink cooked or prepared in the home (canned food included) will be allowed to be sold, served, or given away.

Health reason: Food, if mishandled, can become contaminated with filth, pathogenic microorganisms or toxic chemicals. Carriers of disease-causing organisms may, without proper equipment in preparation and transportation, cause food-borne illness.

B. Containers And Labels:

- a) All beverages must be sold in original containers or from dispensers filled in licensed sources. Food not in its original container shall be labeled.

Health reason: Reduces the potential of contamination in on-site preparation.

- b) Milk for drinking purposes shall be dispensed from an unopened, commercially filled package not exceeding one pint in capacity or from a mechanical, bulk milk dispenser.

Health reason: Reduces the potential of contamination in on- site preparation.

C. Food Protection:

- a) All food must be shielded from the public with some type of protective covering. Handling, coughing, or sneezing over the food can very easily contaminate the food.

Health reason: Prevent contamination from insects, dirt, droplet infection (sneezing and coughing).

- b) All perishable foods should be stored in a manner to protect against spoilage. Refrigeration is required. Cold packs, ice, chemical filled dry ice are also recommended. Hot-holding facilities are required.

1) All cold potentially hazardous foods requiring refrigeration must be maintained at an internal temperature of 45° F or below.

2) Hot foods after being cooked should be kept warm (140° F) until sold.

Health reason: Proper storage temperature of all potentially hazardous foods assures minimal contamination from growth of pathogens, and is required.

- c) Ice shall be obtained from an approved commercial source in either chipped, crushed or cubed form and shall be received in single use, closed bags.

Health reason: Reduces the potential of contamination in on- site preparation.

- d) All food shall be stored off the ground (i.e., on pallets or shelves) and shall be covered to prevent contamination by dust, insects, rain and other contaminants.

Health reason: Prevent contamination from insects, dirt, droplet infection (sneezing and coughing), contaminated ground spillage.

- e) Wet storage (non-drained ice) of food is prohibited, except that cans of non-potentially hazardous beverages (i.e., soft drinks, bottled water, beer) may be stored when the water contains at least 100 p.p.m. chlorine (3 tablespoons per gallon) and is changed at least twice a day or more if needed to keep the sanitizer at that level.

Health reason: Prevents contamination of product through absorption of product container by melted ice water.

- f) When food is served (particularly chicken) the preparation area (cutting board, et cetera) should be sanitized after each use to avoid cross contamination.

Health reason: Raw poultry and other foods may contain salmonella (food poisoning organism). Improper handling of unsanitized contaminated utensils may recontaminate other foods being prepared.

- g) Potentially hazardous foods* can only be thawed in mechanical refrigeration (temperatures less than 45° F), in cold, running water, or cooked frozen.

Health reason: Proper storage temperature of cold foods assures minimal contamination from growth of pathogens.

- h) All potentially hazardous foods must be cooked to the required internal temperatures. For example:

1. Poultry -- internal temperature of 165° F.
2. Pork and all hams (including "precooked") -- internal temperature of 150° F.
3. Beef -- internal temperature of 140° F.

Potentially hazardous food products not meeting these temperature requirements shall be summarily disposed of.

* Potentially hazardous food means any food that consists in whole or in part of milk or milk products, eggs (including whole, shell eggs), meat, poultry, fish, shellfish, edible crustacea, or other ingredients, including synthetic ingredients, in a form capable of supporting rapid and progressive growth of infectious or toxigenic micro-organisms. The term does not include foods which have a pH level of 4.6 or below or a water activity (a_w) value of 0.85 or less.

Health reason: Microorganisms innately peculiar to specific foods will be destroyed at these temperatures.

- i) Condiments such as mustard, catsup, sugar, et cetera, shall be individually packaged or dispensed from a container which protects the condiment from contamination, i.e., pump dispenser or "squeeze" type bottle. Condiments that cannot be poured, such as onions (sliced or diced), pickles, et cetera, shall, when possible, be dispensed from a container with a self-closing lid.

Health reason: To prevent the contamination of food and food contact surfaces and potential transmission of food-borne illness.

- j) Food and ice shall be handled with scoops, tongs, spoons or other appropriate utensils. Ice shall not be hand-dipped or dispensed with a glass or cup.

Health reason: To prevent the contamination of food and food contact surfaces and potential transmission of food-borne illness.

- k) Scoops, tongs and other serving utensils shall be stored:
1. in the food with the handle extended out of the food; or
 2. stored clean and dry; or
 3. stored in water with a 100 p.p.m. free residual chlorine (3 tablespoons per gallon) and is changed at least twice a day or more if needed to keep both the water and containers clean.
- l) All potentially hazardous foods must be removed from the booth at the end of the day. Foods requiring refrigeration must be stored in the monitored refrigerated vehicles on-site or in refrigeration at the discussed licensed facility.
- m) Each mechanically refrigerated unit shall be provided with a thermometer which is accurate to plus or minus 2° F.
- n) Each stand which serves potentially hazardous foods shall have, and use, a metal, stem-type thermometer which is numerically scaled in 2° F increments from at least 0° to 165° F, and is accurate to plus or minus 2° F to assure the attainment and maintenance of the temperature requirements.

D. Personnel.**Personal Hygiene:**

- a) The following individuals shall Not work in a food stand:
 - 1. Personnel with infected cuts, burns or boils on their hands or arms; and/or
 - 2. Personnel with diarrhea or who are carriers of a food-borne pathogen; and/or
 - 3. Personnel with a respiratory infection.
- b) Fingernails shall be clean and trimmed.
- c) Hands and arms shall be washed with clean water and soap before starting work, after each visit to the toilet, and as frequently as necessary during the day to maintain clean hands and arms.
- d) Handwashing facilities shall be provided and used in each establishment. The minimum facilities shall consist of a basin, clean water, soap and paper towels. Common towels are prohibited.
- e) Employees shall wear clean outer clothing.
- f) Employees shall wear effective hair restraints. Examples of effective hair restraints are hairnets and billed "baseball caps" where the hair is covered and contained. Hair spray shall not be allowed in lieu of an effective hair restraint.
- g) Mustache or beard restraints shall be used for any facial hair exceeding one inch in length.
- h) Eating, drinking, smoking or other use of tobacco is not permitted in the food preparation or sales areas.

Health reason: To prevent the contamination of food and food contact surfaces and potential transmission of food-borne illness.

Food, if mishandled, can become contaminated with filth, pathogenic microorganisms or toxic chemicals. Carriers of disease-causing organisms may, without proper equipment in preparation and transportation, cause food-borne illness.

E. Food Equipment, Utensils.

Customer Utensils:

- a) Only single-service utensils (fork, knife, spoon, plate and cup) shall be provided to the customer. No single-service article can be reused.
- b) Single-service articles shall not be stored on the floor or ground and shall be stored and dispensed in a manner that prevents contamination.
- c) Single-service cups shall be dispensed from an approved tube dispenser or from the plastic shipping wrap surrounding each stack of cups. The cups shall be dispensed in a manner that prevents contamination of the interior or surfaces that come into contact with the mouth of the consumer. No dishwashing will be allowed. There must be an adequate means for transporting dirty cooking utensils. Vendors must supply enough food utensils to meet the needs of the entire day's business.

Food Contact Equipment/Surfaces:

- a) Food contact equipment and surfaces shall be smooth, easily cleanable, non-absorbent, of food-grade materials and be in good repair. Chipped or glazed enamelware, wood, or galvanized surfaces are not acceptable food contact surfaces. Wood daubers are prohibited.
- b) Cooking surfaces shall be cleaned at least once a day or more frequently if needed.
- c) Wiping cloths or sponges used for cleaning food contact surfaces shall be clean. The cloths and sponges shall be stored in a sanitizing solution maintained at a minimum of 100 p.p.m. chlorine (3 tablespoons per gallon changed every 4 hours) between uses.
- d) Wiping cloths or sponges used for cleaning non-food contact surfaces shall be cleaned and stored in a sanitizing solution maintained at a minimum of 100 p.p.m. chlorine (3 tablespoons per gallon changed every 4 hours) between uses.

Health reason: Food, if mishandled, can become contaminated with filth, pathogenic microorganisms or toxic chemicals. Carriers of disease-causing organisms may, without proper equipment in preparation and transportation, cause food-borne illness.

F. Water/Sewage.**Vendor Waste Generation and Handling:**

- a) **Waste Waters --** A minimum of one 55 gallon drum open at one end with its end covered by a tightly fitting 1/4 inch mesh screen will be supplied to each vendor to receive food preparation waste water. Additional drums will be available for vendors who generate more than one drum per day.
- b) **Waste Water Service --** Each waste water drum and beer icing barrel will be pumped out nightly by a contractor who has vacuum tank truck equipment. The accumulated water will then be delivered to the M.W.R.D. (Metropolitan Water Reclamation District) for disposal.
- c) **Cooking Oils and Greases --** Each vendor who performs a deep fat frying function will be supplied one 55 gallon open head drum with a tightly fitting solid lid in which he will dispose of all waste grease generated.
- d) **Waste Grease Removal --** Waste grease will be removed nightly by a grease rendering contractor contracted to perform this task for the event. Materials will be removed from the site to an appropriate reprocessing facility.
- e) **Charcoal Ash Waste and Removal --** Any vendor who operates a charcoal fire cooking table will be supplied with one open head 55 gallon drum with a tightly fitting lid. Additional drums will be made available as they will only be serviced at the end of the event because of the residual fire potential.
- f) **Container Identification --** Each individual drum's purpose will be clearly marked on its side and each will be color coded according to the previously used code. Black = Grease; Blue = Waste Water; Red = Charcoal; Yellow or Brown = Trash.
- g) **Drum Positioning --** All vendor use drums will be located within or immediately adjacent to the food preparation area away from patron access and possible use and contamination.

The food stand operator shall keep the grounds surrounding his/her stand free of food scraps, paper and other debris. No wastes will be disposed of in the public sewers in the event site.

Health reason: Necessary to minimize odors, prevent breeding place for insects and rodents and prevent soiling of food preparation and food service area.

G. Construction:

- a) The walls and ceiling shall be made of wood, canvas or other material which protects the interior from the weather.

The canvas overhang shall be constructed in such a manner that it will extend beyond the perimeter of each booth affording water drainage away from the food preparation area in all cases.

- b) All wood framing shall be freshly painted so that it is smooth, easily cleanable and non-absorbent.
- c) The floor in the food preparation area shall be well drained concrete or asphalt. Sawdust shall not be used as floor covering.
- d) The street surface within each vendor tent or food preparation area will be covered by a minimum of one layer of double-faced kraft box board material. Food and grease stained segments will be replaced minimally on a daily basis or more often if necessary. Any water-soaked material will be replaced immediately. Sufficient quantities of this box board material must be immediately on hand to accomplish this requirement.
- e) Light bulbs or tubes inside the food preparation area shall be shielded or be of "shatter-resistant" construction.

H. Toxic Chemicals:

- a) No toxic chemicals shall be stored in or around the food service area. Any chlorine container, when used, must be properly labeled and handled under the supervision of the certified Summer Festival booth operator.

I. General:

- a) At all times food is handled, a person who has completed Summer Festival Sanitation Training for the current year must be present at the booth and should be proudly displayed.

*Department Of Health**Temporary Food Service Establishment.***Pre-Opening Self-Checklist:**

These conditions apply to all food concessions. Numbers correspond to item numbers on our inspection report. We hope this checklist will assist you in keeping your event safe.

Establishment Name:

Date:

1. All food supplies must be from approved sources.

4. a. There must be sufficient mechanical refrigeration which will hold food temperatures below 45° F at all times.
 b. There must be sufficient cooking and hot-holding equipment to cook and hold all hot foods above 140° F.

5. a. Provide appropriate thermometers for each refrigerator, freezer and hot-holding unit.
 b. Provide a metal-stemmed thermometer to check cooking, hot-holding and cooling temperatures.

8. Condiments must be provided in individual packets or approved dispensers. Beverages must be sold in original containers or from dispensers filled in licensed sources.

12. There must be available containers of potable water sufficient to last or be replenished throughout the day to use for hand washing. Soap and sanitary paper towels or handi-wipes must also be available for hand washing.

13. Hair restraints must be available for all employees.

14. All food contact surfaces must be of approved materials and in good repair (no rust, peeling paint, raw wood, wood utensils, galvanized containers, chipped enamel, garbage bags to hold food, scored cutting boards).

15. All non-food contact surfaces must be of approved materials and in good repair (no raw wood surfaces, peeling paint, rust, absorbent materials).
16. No dishwashing will be allowed. There must be an adequate means of transporting dirty cooking utensils.
20. An approved sanitizer must be available (bleach is acceptable).
22. All food contact surfaces must be clean.
23. All other non-food contact surfaces must be clean.
25. Only single-service plates, cups, bowls, forks, spoons, knives, may be used by the consumer.
28. Waste grease must be stored in and disposed of in approved containers.
33. Provide cleanable waste containers for garbage, litter and grease which are covered.
35. Outside cooking equipment must be restricted and protected. The preparation area must be designated and separate.

Daily Self-Inspection.

The following checklist may be an aid in conducting a self-inspection while operating your food concession. Numbers correspond to item numbers in our inspection report. A routine inspection may not be limited to these items only.

Establishment Name:

Date:

1. Do not save leftovers for use the next day. All food must be in good condition, free of spoilage and obtained from approved sources. Home-canned and home-prepared food is prohibited.
2. Label all containers of food.
3. Cook meat and other potentially hazardous foods to a safe internal temperature:

beef 140° F

pork 150° F

poultry 165° F

Keep potentially hazardous food (foods consisting in whole or part of milk or milk products, eggs, meat, fish and shellfish) above 140° F or below 45° F at all times.

4. Use a metal-stemmed thermometer (not glass) to check food temperatures often.
5. Thaw potentially hazardous food in a refrigerator or cook frozen.
6. Store raw meat and poultry so the meat or bloody liquid will not touch or drip onto food that will not be cooked later.
7.
 - a. Keep food covered and off the ground.
 - b. All food must be shielded from the public with some type of protective covering, plastic or a glass enclosure.
8. Use utensils whenever possible. Minimize hand contact with food.
9. Store food and ice scoops so the handle does not touch the food or ice, or so that the scoops do not get dirty or contaminated.
10. Do not eat, smoke, or drink in the concession. Wash hands before starting work. Wash hands after using the toilet, taking a break, touching raw meat or any other contaminated object. Do not reuse cloth towels.
11. Everyone in the concession must wear effective hair restraints (hat, cap, scarf or net) and clean clothes.
12. Ice shall be obtained only in chipped, crushed or cubed form and in single-use safe plastic or wet-strength paper bags filled and sealed at the point of manufacture. The ice shall be held in these bags until it is dispensed in a way that protects it from contamination.
13. Use separate containers of sanitizer for a) wiping food contact equipment and b) non-food contact surfaces. Store wet cloths or sponges in the sanitizer between uses.
14. Clean and sanitize food equipment often during the day to prevent dried, encrusted food buildup.
15. Non-food contact surfaces must be cleaned daily to prevent any buildup.

16. [] Keep clean equipment covered, off the floor and protected when not in use. Do not towel dry utensils. Store handles of utensils in one direction.
17. [] Keep single service items covered in their original container until used. Dispense cups from sleeve or cup dispenser.
18. [] Keep floors clean and litter free.
19. [] Store all clothes, shoes, purses and other personal items separately from food utensils and single service items.
20. []
 - a. Keep litter, paper and food scraps cleaned up around the concession. Eliminate any pooling water.
 - b. Protect clean linen and store properly. Store dirty linen in a laundry bag or cleanable container.

COMMITTEE ON STREETS AND ALLEYS.

APPROVAL GIVEN FOR GRANT OF PRIVILEGE IN PUBLIC WAY TO HOMART DEVELOPMENT COMPANY.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, June 22, 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 May 10, 1989) to Homart Development Company, to construct, maintain and use caissons located under public way and vaulted area used for underground storage facility and/or underground pedway adjacent to premises at 215 South Franklin Street.

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, Vrdoiyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. Permission and authority are hereby given and granted to Homart Development Company, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use caissons located under public way and vaulted area used for underground storage facility and/or underground pedway adjacent to premises at 215 South Franklin Street. Dimensions are as follows:

Franklin Street -- Vaults:

1st Basement -- 190.72 feet x 11.60 feet = 2,212 square feet

2nd Basement -- 190.72 feet x 11.60 feet = 2,212 square feet

Quincy Street -- Fifteen (15) Caissons:

1st Basement -- 7 feet x 5 feet x 15 feet = 525 square feet

2nd Basement -- 7 feet x 5 feet x 15 feet = 525 square feet

Wells Street -- Ten (10) Caissons:

1st Basement -- 7 feet x 6.5 feet x 10 feet = 455 square feet

2nd Basement -- 7 feet x 6.5 feet x 10 feet = 455 square feet

Adams Street -- Sixteen (16) Caissons:

1st Basement -- 7 feet x 4.5 feet x 16 feet = 504 square feet

2nd Basement -- 7 feet x 4.5 feet x 16 feet = 504 square feet

For a total of 7,392 square feet.

Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privileges shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privileges 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 privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of Eleven Thousand Eight Hundred Twenty-eight and no/100 Dollars (\$11,828.00) 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 privileges 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 privileges 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 consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the Department of General Services.

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

The Committee on Streets and Alleys submitted the following report:

CHICAGO, June 22, 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* seventeen proposed ordinances transmitted herewith (referred on May 24 and June 14, 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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):

B & D Slinger Corporation (Doing Business As Popeye's).

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

SECTION 1. Permission and authority are hereby given and granted to B & D Slinger Corporation, doing business as Popeye'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 115 South Clinton Street. Said sidewalk cafe shall be twenty (20) feet in length and seven (7) feet in width for a total of one hundred forty (140) square feet and shall begin eight (8) feet from the face of the curb line along South Clinton Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 9:00 A.M. to 8:00 P.M.
Saturday, 10:30 A.M. to 3:00 P.M.

Compensation: \$300.00

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

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or

expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Burger King Corporation (Doing Business As Burger King).
(24 -- 26 South Michigan Avenue)*

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

SECTION 1. Permission and authority are hereby given and granted to Burger King Corporation, doing business as Burger King, 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 24 -- 26 South Michigan Avenue. Said sidewalk cafe shall be forty (40) feet in length and sixteen (16) feet in width for a total of six hundred forty (640) square feet and shall begin fourteen (14) feet from the face of the curb line along South Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 9:00 P.M.
Saturday and Sunday, 8:00 A.M. to 7:00 P.M.

Compensation: \$2,484.00

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.

*Burger King Corporation (Doing Business As Burger King).
(112 South State Street)*

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

SECTION 1. Permission and authority are hereby given and granted to Burger King Corporation, doing business as Burger King, 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 112 South State Street. Said sidewalk cafe shall be thirty-four (34) feet in length and eight (8) feet in width for a total of two hundred seventy-two (272) square feet and shall begin six (6) feet from the face of the corner of the subway access along South State Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$1,056.00

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.

*Carmen's Of Loyola, Incorporated (Doing Business As
Carmen's Of Loyola).*

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

SECTION 1. Permission and authority are hereby given and granted to Carmen's of Loyola, Incorporated, doing business as Carmen's of Loyola, 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 6568 North Sheridan Road. Said sidewalk cafe shall be thirty-two (32) feet seven (7) inches in length and twelve (12) feet in width for a total of three hundred ninety-two (392) square feet and shall begin eight (8) feet from the face of the curb line along North Sheridan Road. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Friday and Saturday, 11:00 A.M. to 11:30 P.M.

Sunday, 4:00 P.M. to 10:30 P.M.

Compensation: \$300.00

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

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The

grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance, and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until

the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Color Me Coffee, Incorporated (Doing Business As
Color Me Coffee).*

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

SECTION 1. Permission and authority are hereby given and granted to Color Me Coffee, Incorporated, doing business as Color Me Coffee, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3000 North Sheffield Avenue. Said sidewalk cafe area shall be fifteen (15) feet nine (9) inches in length and five (5) feet eight (8) inches in width for a total of ninety-five (95) square feet and shall begin nine (9) feet from the face of the curb line along North Sheffield Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$300.00

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

Crema Dolce Limited (Doing Business As Crema Dolce).

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

SECTION 1. Permission and authority are hereby given and granted to Crema Dolce Limited, doing business as Crema Dolce, 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 2 West Elm Street. Said sidewalk cafe shall be forty-six (46) feet in length and nine (9) feet in width for a total of four hundred fourteen (414) square feet and shall begin six (6) feet from the face of the curb line along West Elm Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 3:00 P.M. to 11:00 P.M.

Compensation: \$746.00

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 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.

*Ms. Bernadette Dolce And Mr. Dominic Clemente (Doing
Business As Teresina's Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Bernadette Dolce and Dominic Clemente, doing business as Teresina's Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1103 West Grand Avenue.

Said sidewalk cafe area shall be twenty-eight (28) feet in length and seven (7) feet six (6) inches in width for a total of two hundred ten (210) square feet and shall begin five (5) feet from the face of the curb line along West Grand Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$450.00

Authority for the above named privilege is herein given and granted 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.

*Double "DD" Barbeque, Incorporated (Doing Business As
Double "DD" Barbeque).*

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

SECTION 1. Permission and authority are hereby given and granted to Double "DD" Barbeque, Incorporated, doing business as Double "DD" Barbeque, 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 1161 North Dearborn Street. Said sidewalk cafe shall be thirty (30) feet six (6) inches in length and eleven (11) feet nine (9) inches in width for a total of three hundred fifty-nine (359) square feet and shall begin eight (8) feet from the face of the curb line along North Dearborn Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$647.00

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.

Fast A Food, Incorporated (Doing Business As Fast A Food).

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

SECTION 1. Permission and authority are hereby given and granted to Fast a Food, Incorporated, doing business as Fast a Food, 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 601 North Wells Street. Said sidewalk cafe shall be fourteen (14) feet in length and nine (9) feet six (6) inches in width for a total of one hundred thirty-four (134) square feet and shall begin six (6) 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 Saturday, 9:00 A.M. to 11:00 P.M.

Sunday and holidays, 11:00 A.M. to 7:00 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.

*Harry's Cafe, Incorporated (Doing Business
As Harry's Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Harry's Cafe, Incorporated, doing business as Harry's Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1035 North Rush Street. Said sidewalk cafe shall be thirty-four (34) feet six (6) inches in length and eight (8) feet in width for a total of two hundred seventy-six (276) square feet and shall begin fourteen (14) feet from the face of the curb line along East Bellevue Place. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$497.00

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.

*Java Jive, Limited (Doing Business As
Java Jive).*

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

SECTION 1. Permission and authority are hereby given and granted to Java Jive, Limited, doing business as Java Jive, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 909 West School Street. Said sidewalk cafe shall be eleven (11) feet in length and seventeen (17) feet in width for a total of one hundred eighty-seven (187) square feet and shall begin six (6) feet from the face of the curb line along East School 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 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.

*Lauter And Lauter, Incorporated (Doing Business As
J. Higby's Yogurt And Treat Shoppe).*

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

SECTION 1. Permission and authority are hereby given and granted to Lauter and Lauter, Incorporated, doing business as J. Higby's Yogurt and Treat Shoppe, 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 912 North Rush Street. Said sidewalk cafe shall be twenty-eight (28) feet in length and seven (7) feet in width for a total of one hundred ninety-six (196) square feet and shall begin six (6) 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, 11:00 A.M. to 11:00 P.M.

Compensation: \$353.00

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.

Restpro, Incorporated (Doing Business As Cafe Classico).

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

SECTION 1. Permission and authority are hereby given and granted to Restpro, Incorporated, doing business as Cafe Classico, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 20 North Michigan Avenue. Said sidewalk cafe shall be ten (10) feet in length and nine (9) feet six (6) inches in width for a total of ninety-five (95) square feet and shall begin ten (10) feet from the face of the curb line along North Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$369.00

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.

R.F.N., Incorporated (Doing Business As Bellagio).

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

SECTION 1. Permission and authority are hereby given and granted to R.F.N., Incorporated, doing business as Bellagio, 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 400 North Clark Street. Said sidewalk cafe shall be fifty-two (52) feet in length and eight (8) feet in width for a total of four hundred sixteen (416) square feet and shall begin (8) feet from the face of the curb line along West Kinzie Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$749.00

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.

*Rumpnickle's, Incorporated (Doing Business As
Rumpnickle's).*

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

SECTION 1. Permission and authority are hereby given and granted to Rumpnickle's, Incorporated, doing business as Rumpnickle'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 535 North Wells Street. Said sidewalk cafe shall be twenty-three (23) feet in length and ten (10) feet in width for a total of two hundred thirty (230) square feet and shall begin six (6) 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 Thursday, 11:00 A.M. to 8:00 P.M.

Friday and Saturday, 11:00 A.M. to 10:00 P.M.

Compensation: \$414.00

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.

*Mr. Young W. Yun (Doing Business As Irving's For
Red Hot Lovers Number 2).*

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

SECTION 1. Permission and authority are hereby given and granted to Young W. Yun, doing business as Irving's For Red Hot Lovers Number 2, 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 111 South Clinton Street. Said sidewalk cafe shall be twenty (20) feet in length and seven (7) feet in width for a total of one hundred forty (140) square feet and shall begin eight (8) feet from the face of the curb line along South Clinton Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$300.00

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

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In

the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of

Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*520 South Michigan Avenue Associates, Limited
(Doing Business As Sweet "N" Simple).*

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

SECTION 1. Permission and authority are hereby given and granted to 520 South Michigan Avenue Associates, Limited, doing business as Sweet "N" Simple, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 520 South Michigan Avenue. Said sidewalk cafe shall be fifty-five (55) feet six (6) inches in length and twelve (12) feet six (6) inches in width for a total of six hundred ninety-four (694) square feet and shall begin seventeen (17) feet from the face of the curb line along South Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$972.00

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

VACATION AND DEDICATION OF PORTIONS OF PUBLIC ALLEYS
IN BLOCK BOUNDED BY EAST 79TH STREET, BALTIMORE
AND OHIO RAILROAD RIGHT-OF-WAY, SOUTH
YATES BOULEVARD AND SOUTH
PHILLIPS AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, June 22, 1989.

To the President and Members of the City Council:

Your Committee on Streets and Alleys, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith of an order passed by the City Council, September 9, 1987 (Council Journal page 3683) and of an opinion dated May 26, 1989 for McDonald's Corporation and City of Chicago, vacating the east 124.25 feet of the east-west 16-foot public alley and providing for the re-dedication of the east half of the north-south 16-foot vacated alley in the block bounded by East 79th Street, the Baltimore and Ohio Railroad, South Yates Boulevard and South Phillips Avenue.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 east-west 16-foot public alley lying south of the south line of Lots 1 to 5, both inclusive; lying north of the north line of Lot 16; lying west of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 16; and lying east of a line drawn from the intersection of the south and southwesterly lines of Lot 5 to the northwest corner of Lot 16, all in Block 4 in 79th Street Addition to Cheltenham Beach a subdivision of that part of the west half of the northwest quarter of Section 31, Township 38 North, Range 15 East of the Third Principal Meridian; lying northeasterly of the right-of-way of the Baltimore and Ohio Railroad Company, said part of public alley herein vacated being further described as the east 124.25 feet, more or less, of the east-west 16-foot public alley in the block bounded by East 79th Street, the Baltimore and Ohio Railroad, South Yates Boulevard and South Phillips 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 McDonald's Corporation shall dedicate or cause to be dedicated to the public and reopened up for public use as an alley the east half of the north-south 16-foot alley vacated by ordinance passed July 10, 1929 and recorded in Office of the Recorder of Deeds of Cook County, Illinois on August 16, 1929 as Document Number 10456574 and being described as follows:

all that part of the east half of the vacated north-south alley lying west of the west line of Lots 13 to 16, both inclusive, and west of the west line of Lot 13 produced south; lying east of the east line of Lot 11; lying northerly of the northerly right-of-way line of the Baltimore and Ohio Railroad; and lying southerly of a line drawn from the

northwest corner of Lot 16 to the intersection of the east and northeast lines of Lot 11, all in Block 4 in 79th Street Addition to Cheltenham Beach, a subdivision of that part of the west half of the northwest quarter of Section Thirty-one (31), Township Thirty-eight (38) North, Range Fifteen (15), East of the Third Principal Meridian, lying northeasterly of the right-of-way of the Baltimore and Ohio Railroad Company,

as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, Illinois Bell Telephone Company and Tele- Communications, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along that part of the public alley as herein vacated, with the right of ingress and egress.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, McDonald's 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 alley hereby vacated, the sum of Eight Thousand Two Hundred Seventy- three and no/100 Dollars (\$8,273.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in South Phillips Avenue and constructing paving in that part of the alley dedicated and in that part of the alley to be opened by the City of Chicago. 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 McDonald's 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 plat properly executed and acknowledged, showing the vacation and dedication herein provided for.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

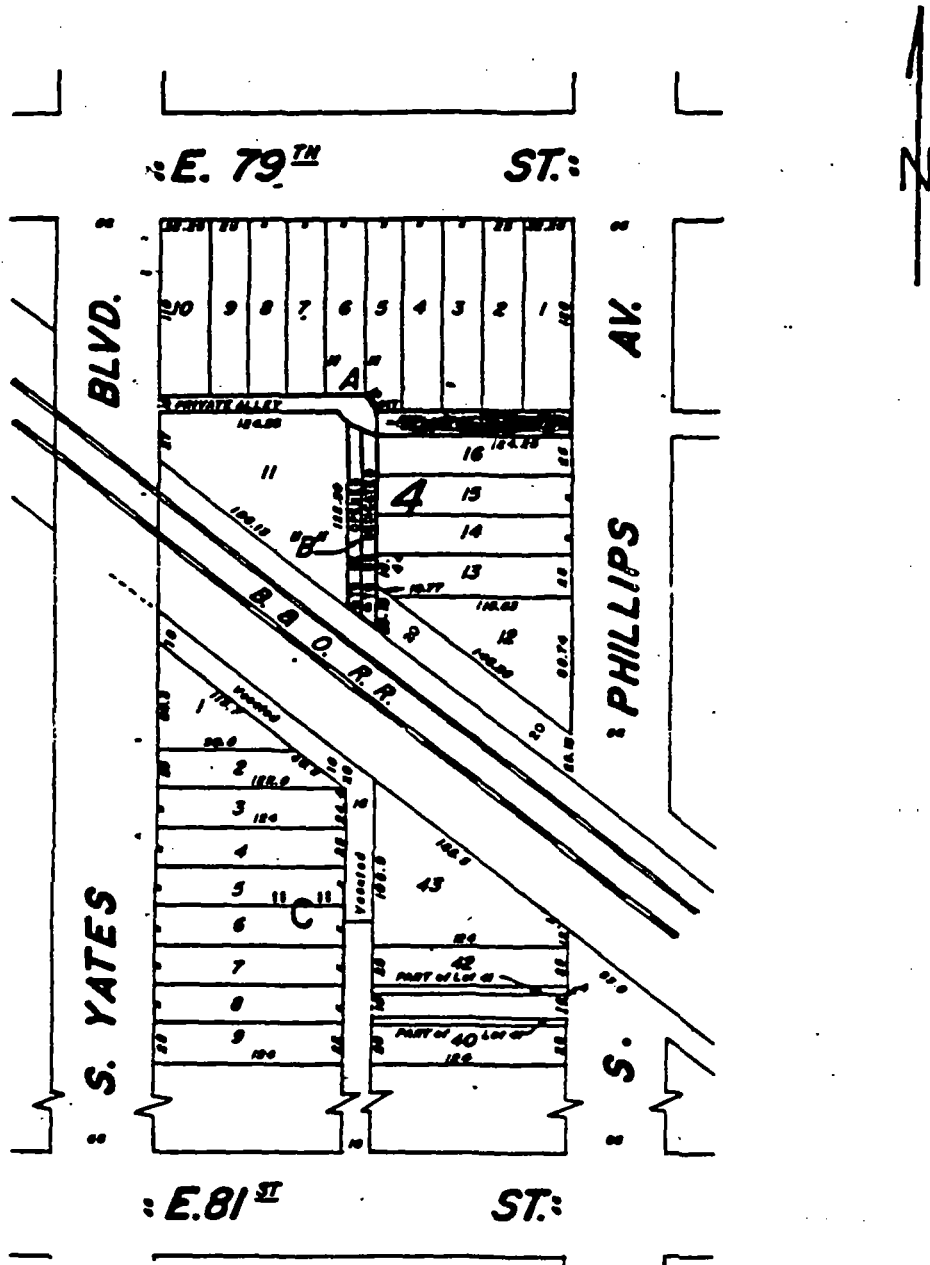
[Drawing attached to this ordinance printed on
page 2974 of this Journal.]

Ordinance associated with this Drawing printed on pages 2971 through 2973

"A"
79TH Street Add. to Cheltenham Beach a Sub. of that part of the W. 1/2 of the N.W. 1/4 of Sec. 31-38-15 lying N.E. of the R.O.W. of the B. & O. R.R. Co.

"B"
Vacated by Ordinance Passed July 10, 1929.
Res. Aug. 16, 1929. Dec. 10456374

"C"
Sub. of the 17.117 Acres lying S. of the B. & O. R. R. in the N.W. 1/4 Sec. 31-38-15 DR. NO. 31-7-87-1148 Rev. Sept. 4, 1987



OPENING OF PORTION OF PUBLIC ALLEY IN AREA BOUNDED BY
EAST 79TH STREET, BALTIMORE AND OHIO RAILROAD
RIGHT-OF-WAY, SOUTH YATES BOULEVARD
AND SOUTH PHILLIPS AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, June 22, 1989.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith of an order passed by the City Council, September 9, 1987 (Council Journal page 3683) and of an opinion dated May 26, 1989 for McDonald's Corporation and City of Chicago. The City of Chicago desires to reopen the west half (8 feet) of the north-south vacated 16-foot alley in the area bounded by East 79th Street, the Baltimore and Ohio Railroad, South Yates Boulevard and South Phillips Avenue.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 of Chicago desires to reopen the west half (8 feet) of the north-south vacated 16-foot alley in the area bounded by East 79th Street, the Baltimore and Ohio Railroad, South Yates Boulevard and South Phillips Avenue; and

WHEREAS, The City of Chicago is the owner of all the property to be opened; now, therefore,

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

SECTION 1. That the following described property shall be opened for alley purposes:

the west half of the north-south 16-foot alley vacated by ordinance passed July 10, 1929 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on August 16, 1929 as Document Number 10456574; said vacated alley being described as lying west of the west line of Lots 13 to 16, both inclusive, and west of the west line of Lot 13 produced south; lying east of the east line of Lot 11; lying northerly of the northerly right of way line of the Baltimore and Ohio Railroad; and lying southerly of a line drawn from the northwest corner of Lot 16 to the intersection of the east and northeast lines of Lot 11, all in Block 4 in 79th Street Addition to Cheltenham Beach, a subdivision of that part of the west half of the northwest quarter of Section Thirty-one (31), Township Thirty-eight (38) North, Range Fifteen (15), East of the Third Principal Meridian, lying northeasterly of the right-of-way of the Baltimore and Ohio Railroad Company.

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

[Drawing attached to this ordinance printed on page 2977 of
this Journal.]

VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED
BY WEST AINSLIE STREET, WEST LAWRENCE
AVENUE, NORTH BERNARD STREET AND
NORTH KIMBALL AVENUE.

The Committee on Streets and Alleys submitted the following report:

(Continued on page 2978)

Ordinance associated with this Drawing printed on pages 2975 through 2976

"A"

79TH Street Add. to Cheltenham Beach a Sub. of the part of the W. 1/2 of the N.W. 1/4 of Sec. 31-38-15 lying N.E. of the R.O.W. of the B. & O. R. R. Co.

"B"

Vacated by Ordinance Passed July 10, 1929.

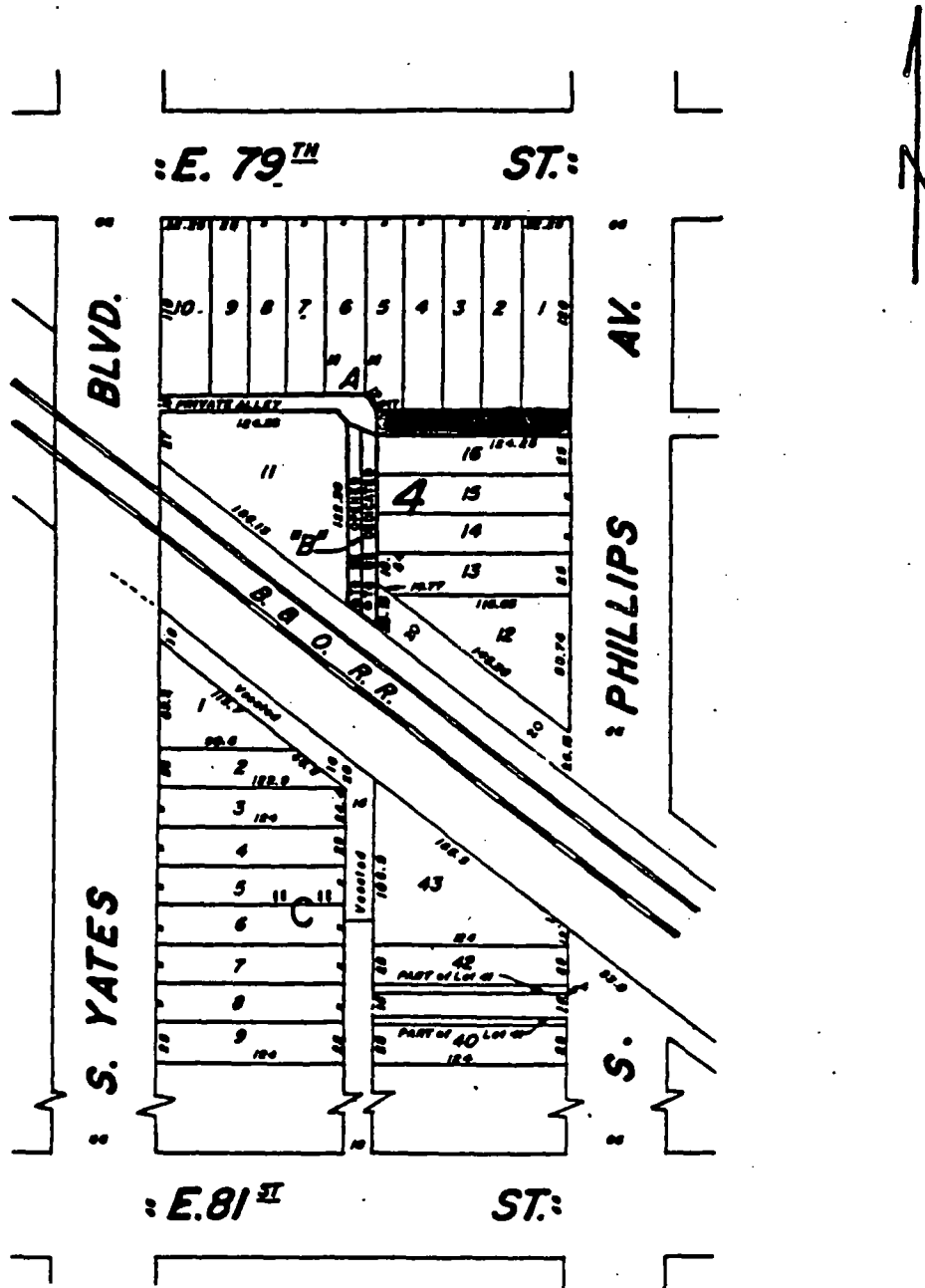
Rec. Aug. 16, 1929.

Doc. 10456574

"C"

Sub. of the 17.117 Acres lying S. of the B. & O. R. R. in the N.W. 1/4 Sec. 31-38-15

DR. NO. 31-7-87-1148 Rev. Sept. 4, 1987



(Continued from page 2976)

CHICAGO, June 22, 1989.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith of an order passed by the City Council May 20, 1987 (Council Journal page 728) and of an opinion dated June 12, 1989, for Albany Bank and Trust Company N.A., vacating south 60-feet of the remaining north-south 16-foot public alley in the block bounded by West Ainslie Street, West Lawrence Avenue, North Bernard Street and 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 56, 57 and 58; lying east of the east line of Lots 63, 64 and 65; lying north of the north line of the south 28 feet of said Lot 58 produced west 16 feet; and lying southerly of a line drawn from the intersection of the north line of the south 16 feet of Lot 56 and the west line of said Lot 56 to a point on the east line of Lot 65, 20.00 feet south of the northeast corner of said Lot 65, all in A.H. Hill's Resubdivision of Lots 27 to 38 in Block 70, Lots 3 to 14 and 27 to 38 in Block 71 and Lots 3 to 14 in Block 72 in Northwest Land Associations Subdivision of the west half of Blocks 22 and 27 and all of Blocks 23, 24 and 26 in Jackson's Subdivision of the southeast quarter of Section 11, Township 40 North, Range 13 East of the Third Principal Meridian; also Blocks 1 and 8 and Block 2 except the east 1 acre thereof in Clark's Subdivision of the northwest quarter of the northeast quarter of Section 14, Township 40 North, Range 13 East of the Third Principal Meridian; said part of public alley herein vacated being further described as the south 60 feet of the remaining north-south 16-foot public alley in the block bounded by West Ainslie Street, West Lawrence Avenue, North Bernard Street and 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 for the benefit of Commonwealth Edison, Illinois Bell Telephone Company and Group W Cable of Chicago, Incorporated, and their respective 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 that part of the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Albany Bank And Trust Company N.A. shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Eleven Thousand Seven Hundred Fifty and no/100 Dollars (\$11,750.00) less One Thousand Nine Hundred and no/100 Dollars (\$1,900.00) = Nine Thousand Eight Hundred Fifty and no/100 Dollars (\$9,850.00) net due, 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 providing a barricade at the north terminus of that part of the alley to be vacated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Albany Bank And Trust Company N.A. 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 2981 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, June 22, 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 six proposed ordinances transmitted herewith (referred on May 10 and May 24, 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 transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

(Continued on page 2982)

(Continued from page 2980)

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

Ansley Business Materials Of Chicago, 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 Ansley Business Materials of Chicago, Incorporated, 413 North Carpenter 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 from and after its passage and publication.

Mr. Homer Baylor.

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 Homer Baylor, 10100 South Halsted Street, from the provisions requiring barriers as a prerequisite to prohibit 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 from and after its passage and publication.

Danish Old Peoples Home.

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

SECTION 1. That the Commissioner of Public Works exempt the Danish Old Peoples Home, 5656 North Newcastle Avenue, from the provisions of Chapter 33, Section 33-19.1 of the Municipal Code of Chicago so as to allow ingress and/or egress into the adjoining alley to the parking facility located at 5656 North Newcastle Avenue.

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

New West Association.

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 New West Association, 1440 West Taylor Street, from the provisions requiring barriers as a prerequisite to prohibit ingress and/or egress to the parking facility at the above mentioned location.

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

Vincent Paul And Associates.

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 Vincent Paul and Associates, 1101 West Taylor Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent to the above named location.

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

Tom's Hardware Store.

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 Tom's Hardware Store, 4752 South Cicero Avenue, from the provisions requiring barriers as a prerequisite to prohibit ingress and/or egress to the parking facility adjacent to the above mentioned premises.

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

PORTION OF SOUTH OAKLEY AVENUE TO RECEIVE HONORARY
DESIGNATION OF "VITO MARZULLO AVENUE".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, June 22, 1989.

To the President and Members of the City Council:

Your Committee on Streets and Alleys, having had an ordinance (referred on May 24, 1989) that the portion of South Oakley Avenue lying between West 18th Street and West Blue Island Avenue be and the same is hereby known as "Vito Marzullo Avenue", begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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, Vito Marzullo is a legend in his own time; and

WHEREAS, A native of Senerchia, Italy, Vito Marzullo came to this country in 1910 and moved into Chicago's great 25th Ward, where he has spent most of his life and on which he has left an indelible imprint; and

WHEREAS, In a political life which spans 66 years, Vito Marzullo was Alderman of the 25th Ward for half that time, from 1953 until 1986. He became a democratic precinct captain in 1920, later sat in the Illinois State Legislature for some 14 years, but attained national fame and, more importantly, the endless gratitude of 25th Ward citizens and all Chicagoans, as a member of the City Council for the 33 years preceding his retirement; and

WHEREAS, It is thus fitting and proper that a honorary street name be given in honor; now, therefore,

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

SECTION 1. That the portion of South Oakley Avenue lying between West 18th Street and West Blue Island Avenue and the 800 block of South Oakley Avenue be and the same is hereby given the honorary street name of "Vito Marzullo Avenue".

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

CHICAGO TRANSIT AUTHORITY AUTHORIZED TO CONSTRUCT
WATER METER VAULT AND WATER MAIN TO
PROVIDE FIRE PROTECTION TO
HOWARD WEST YARD
PUMP HOUSE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, June 22, 1989.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (re-referred May 10, 1989) that the Commissioner of Water is hereby authorized and directed to grant permission to the Chicago Transit Authority for the construction of a water meter vault to the water tap at the intersection of West Howard Street and North Clark Street, to extend north from the water meter vault along Chicago Avenue to the Howard West Yard Pump House located in Evanston, to provide fire protection for the entire yard, one-half of which is located in Chicago and the other one-half in Evanston (Chicago Transit Authority Howard Yard Expansion).

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 Commissioner of Water is hereby authorized and directed to grant permission to the Chicago Transit Authority for the construction of a water meter vault to the water tap at the intersection of West Howard Street and North Clark Street, to extend north from the water meter vault along Chicago Avenue to the Howard West Yard Pump House located in Evanston, to provide fire protection for the entire yard, one-half of which is located in Chicago and the other one-half in Evanston (Chicago Transit Authority Howard Yard Expansion).

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

**REPEAL OF MUNICIPAL CODE CHAPTER 27, SECTION 27-319
CONCERNING PARKING RESTRICTIONS FOR TRUCKS AND
VANS ON RESIDENTIAL STREETS.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety took up the matter of Chapter 27, Section 27-319 for reconsideration due to exceeding the time limit and voted to repeal this section in its entirety.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 Section 27-319, of the Municipal Code of the City of Chicago is hereby repealed in its entirety:

27-319. No person shall stand or park any truck, tractor, semi-trailer, recreational vehicle more than twenty-two (22) feet in length, self-contained motor home, or bus on any residential street for a longer period than is necessary for the reasonably expeditious loading or unloading of such vehicle, except that a driver of a bus may park such bus in a designated bus stand as is provided otherwise in this chapter. Provided, however, that this section shall not apply to the owner of a pick-up truck or van weighing under 4,500 lbs., who parks such vehicle at the curb adjacent to his place of residence. Such owner shall apply for a special permit for such parking from the alderman of the ward in which he resides. The Commissioner of Public Works shall issue a permit upon receipt of a completed application, payment of a \$25.00 annual fee, and upon passage and publication of a council order authorizing the issuance of the permit. A permit issued under this section shall be valid until the thirtieth of June following its issuance, and there shall be no proration of the permit fee. However, permits issued prior to June 30, 1987, shall expire on that date and none shall be renewed or issued thereafter. The permit shall be affixed without the use of supplemental adhesives, to the inside of the windshield of the vehicle, directly above the City vehicle tax sticker. If a residential parking zone restriction is in effect at the owner's place of residence, a "Residential Parking Permit" will also be required in accordance with Section 27-317.

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

LOADING ZONES ESTABLISHED AND AMENDED ON
PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (February 25, 1988, September 22, 1988, October 14, 1988, November 30, 1988, December 7, 1988, January 18, 1989, February 1, 1989, March 8 and 29, 1989, April 26, 1989 and May 10, 1989) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

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

Establishment Of Loading Zones.

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

SECTION 1. That in accordance with the provisions of Section 27-410 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

Public Way	Distance And Hours
South Albany Avenue (West side)	From West Cermak Road to the first alley south -- 7:00 A.M. to 6:00 P.M. -- Monday through Saturday;
West Argyle Street (North side)	From a point 90 feet east of North Broadway to a point 25 feet east thereof -- at all times;
North Ashland Avenue (West side)	From a point 462 feet south of West Diversey Avenue to a point 75 feet south thereof -- at all times;
North Broadway (West side)	From a point 55 feet south of West Surf Street to a point 25 feet south thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
West Cermak Road (North side)	From a point 20 feet east of South Kenton Avenue to a point 24 feet east thereof -- at all times;
South Commercial Avenue (West side)	From a point 248 feet south of East 91st Street to a point 42 feet south thereof -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday;
South Cornell Avenue (West side)	From a point 84 feet south of East Hyde Park Boulevard to a point 25 feet thereof -- 7:00 A.M. to 10:00 P.M.;
North Damen Avenue (West side)	From a point 155 feet north of North Lincoln Avenue to a point 65 feet north thereof -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday;

Public Way	Distance And Hours
North Dearborn Street (West side)	From a point 115 feet north of West Madison Street to a point 45 feet north thereof -- at all times;
West Devon Avenue (North side)	From a point 85 feet west of North Rockwell Street to a point 25 feet west thereof -- at all times;
West Grand Avenue (South side)	From a point 115 feet east of North Clark Street to a point 40 feet east thereof -- 8:00 A.M. to 6:00 P.M. -- no exceptions;
South Halsted Street (East side)	From a point 135 feet north of West 74th Street to a point 25 feet north thereof -- at all times -- no exceptions;
North LaSalle Street (East side)	From a point 75 feet south of West Hubbard Street to a point 25 feet south thereof -- 8:00 A.M. to 4:00 P.M. -- Monday through Saturday;
West Lawrence Avenue	At 3239 -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
West Maple Street (North side)	From a point 95 feet east of North Dearborn Street to a point 65 feet east thereof -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday;
North Menard Avenue	At 846 -- handicapped loading zone -- at all times;
West Ohio Street (South side)	From a point 49 feet east of North Orleans Street to a point 27 feet east thereof -- Monday through Friday -- 9:30 A.M. to 4:00 P.M. and 6:00 P.M. to 7:00 A.M.;
West Ontario Street (North side)	From a point 100 feet west of North Orleans Street to a point 25 feet west thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday;

Public Way	Distance And Hours
North Ravenswood Avenue (West side)	From a point 100 feet north of West Sunnyside Avenue to a point 25 feet north thereof -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday;
West Vernon Park Place	At 1073 -- 11:00 A.M. to 1:00 A.M.;
West Washington Boulevard (South side)	From a point 90 feet east of North Morgan Street to a point 70 feet east thereof -- 6:00 A.M. to 7:00 P.M. -- Monday through Saturday;
South Washtenaw Avenue (West side)	From a point 80 feet south of West 23rd Street to a point 25 feet south thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
North Western Avenue (West side)	From a point 100 feet north of West LeMoyne Avenue to a point 40 feet north thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
North Western Avenue (East side)	From a point 87 feet south of North Avenue to a point 25 feet south thereof;
South Western Avenue (West side)	From a point 32 feet south of West 24th Street to a point 35 feet south thereof -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday;
West Wolfram Street (South side)	From a point 20 feet west of North Ashland Avenue to a point 25 feet west thereof -- at all times;
West 18th Street (South side)	From a point 20 feet east of South Carpenter Street to a point 70 feet east thereof -- at all times;
West 21st Street (South side)	From a point 25 feet east thereof -- at all times;
West 69th Street (South side)	From a point 170 feet west of South Wentworth Avenue to a point 25 feet west thereof -- at all times -- no exceptions.

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

Amendment Of Loading Zone.

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

SECTION 1. Amend ordinance passed February 16, 1989, page 25040 which reads: "West Addison Street (north side) from a point 245 feet east of North Long Avenue to a point 40 feet east thereof -- 8:00 A.M. to 4:00 P.M., Monday through Friday" by striking: "8:00 A.M. to 4:00 P.M." and inserting in lieu thereof: 6:00 A.M. to 4:00 P.M.

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

VEHICULAR TRAFFIC MOVEMENT RESTRICTED AND AMENDED
ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (January 27, 1988, July 13 and 29, 1988, September 22, 1988, November 16 and 30, 1988, December 21, 1988, February 16, 1989, March 8 and 29, 1989, April 26, 1989 and May 10, 1989) proposed ordinances to establish and amend single direction traffic on portions of sundry streets, begs leave that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

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

*Restriction Of Vehicular Traffic Movement
To Single Direction.*

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

SECTION 1. Pursuant to Section 27-403 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Public Way	Limits And Direction
North-south alley	Between South Bennett Avenue and South Euclid Avenue, from East 79th Street to East 80th Street -- southerly;
First north-south alley	East of South Cottage Grove Avenue, from East 99th Street to East 98th Place -- northerly;
East-west alley	Between South Dante Avenue and South Dorchester Avenue -- westerly;

Public Way	Limits And Direction
South Eggleston Avenue	From West 119th Street to West 123rd Street and South Eggleston Avenue, from West 124th Street to West 127th Street -- southerly;
South Kedvale Avenue	From West 30th Street to West 26th Street -- northerly;
South Keeler Avenue	From West 26th Street to West 31st Street -- southerly;
South Lawndale Avenue	From West 23rd Street to West 25th Street -- southerly;
First east-west alley	North of West Palmer Avenue, from North Hamlin Avenue to North Avers Avenue -- westerly;
North Richmond Avenue	From West Armitage Avenue to West Palmer Avenue -- northerly;
South Short Street	From West Fuller Street to South Hillock Street -- northerly;
West 17th Street	From South Hoyne Avenue to South Damen Avenue -- easterly;
West 32nd Street	From South Ashland Avenue to South Paulina Street -- westerly;
West 32nd Place	From South Ashland Avenue to South Paulina Street -- easterly.

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

Amendment Of One-Way Traffic Restrictions.

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

SECTION 1. Amend ordinance passed September 15, 1976, page 3693 of the Journal of Proceedings of said date, restricting the movement of vehicular traffic to a single direction on portions of designated streets, which reads: "South Campbell Avenue from West Taylor Street to West Harrison Street -- northerly", by striking: "West Taylor Street" and inserting in lieu thereof: "West Polk Street".

SECTION 2. That an ordinance heretofore passed by the City Council restricting the movement of vehicular traffic to a single direction on portions of designated streets and alleys be and the same is hereby amended by striking therefrom the following: "The first north-south alley west of North Kedzie Avenue from West Fullerton Avenue to West Altgeld Street -- southerly".

SECTION 3. Amend ordinance passed September 22, 1988, page 17804 which reads: "West 28th Street between South Kostner Avenue and South Kedzie Avenue" by striking: "South Kedzie Avenue" and inserting in lieu thereof: "the first alley west of South Kedzie Avenue -- westerly".

SECTION 4. Repeal ordinance passed December 14, 1988, page 21503 which reads: "West 86th Place between South Lawndale Avenue and South Hamlin Avenue -- easterly".

SECTION 5. Amend an ordinance passed November 16, 1988, page 3351, which reads: "West 96th Street from South Claremont Avenue to South Western Avenue" and inserting in lieu thereof: "the first alley east of South Western Avenue -- westerly";

SECTION 6. This ordinance shall take effect and be in force hereinafter its passage and publication.

AMENDMENT OF PARKING METER AREAS AT
SPECIFIED LOCATIONS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (March 8, 1989 and May 10, 1989) proposed ordinances to amend parking meters, begs leave that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 Commissioner of Public Works is hereby authorized and directed to cause the removal of four (4) parking meters 10202, 10225, 10261 and 10274 located in front of 2600 -- 2610 West Devon Avenue.

SECTION 2. That the Commissioner of Public Works is hereby authorized and directed to extend Parking Meter Area 497 (LLW) Lincoln/Lawrence/Western by including North Rockwell Street (both sides) between West Leland Avenue and West Eastwood Avenue -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 1 - hour for 1-dime, and for convience 2-hours for 1-quarter -- 2 hour limit.

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

REGULATIONS PRESCRIBED AND AMENDED IN REFERENCE TO
PARKING OF VEHICLES ON SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (September 23, 1987, November 10 and 18, 1987, April 13 and 20, 1988, July 29, 1988, October 14 and 26, 1988, November 16 and 30, 1988, December 7, 14 and 21, 1988, January 18, 1989, February 1 and 16, 1989, March 8 and 29, 1989, April 26, 1989 and May 10, 1989) proposed ordinances to prescribe and amend regulations to prohibit the parking of vehicles on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

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

*Prohibition Against Parking of Vehicles
At All Times.*

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

SECTION 1. Pursuant to Section 27-413 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

Public Way	Area
South Aberdeen Street	At 5536 (Handicapped Permit 4041);
West Adams Street	At 5446 (Handicapped Permit 3809);
West Ainslie Street	At 3816 (Handicapped Permit 3785);
West Ainslie Street	At 5008 (Handicapped Permit 3911);
South Albany Avenue	At 4532 (Handicapped Permit 3866);
South Albany Avenue	At 7350 (Handicapped Permit 3869);
North Allen Avenue	At 3050 (Handicapped Permit 4057);
South Avenue C	At 10842 (Handicapped Permit 3744);
South Avenue G	At 10505 (Handicapped Permit 4084);
South Avenue M	At 13315 (Handicapped Permit 4085);
North Avers Avenue	At 2127 (Handicapped Permit 3648);
North Avers Avenue	At 2423 (Handicapped Permit 4115);
North Avers Avenue	At 4857 (Handicapped Permit 3804);
North Bell Avenue	At 4225 (Handicapped Permit 4154);
South Bell Avenue	At 2210 -- (except for the Handicapped);
West Berenice Avenue	At 6302 (Handicapped Permit 4119);
North Bernard Street	At 4216 (Handicapped Permit 3798);
North Bernard Street	At 5621 (Handicapped Permit 4067);
North Bosworth Avenue	At 1535 (Handicapped Permit 3836);
South Burley Avenue	At 8918 (Handicapped Permit 3745);

Public Way	Area
North Campbell Avenue	At 5934 (Handicapped Permit 3818);
South Campbell Avenue	At 5204 (Handicapped Permit 3886);
South Campbell Avenue	At 5748 (Handicapped Permit 4090);
South Carpenter Avenue	At 8016 (Handicapped Permit 4129);
West Catalpa Avenue	At 2502 (Handicapped Permit 4120);
West Chase Street	At 1518 (Handicapped Permit 4072);
South Clyde Avenue	At 7956 (Handicapped Permit 3862);
West Congress Parkway	At 5336 (Handicapped Permit 4102);
South Cornell Avenue (West side)	From a point 59 feet south of East Hyde Park Boulevard to a point 25 feet thereof;
West Delaware Place	At 119 (Handicapped Permit 4069);
North Drake Avenue	At 2820 (Handicapped Permit 4058);
South Ellis Avenue	At 7942 (Handicapped Permit 3880);
South Exchange Avenue	At 9945 (Handicapped Permit 3863);
South Federal Street (East side)	From a point 85 feet south of West 16th Street to a point 40 feet west thereof;
South Federal Street (West side)	From a point 85 feet south of West 16th Street to a point 42 feet south thereof;
West Fulton Street	At 4915 (Handicapped Permit 4018);
South Green Street	At 9337 (Handicapped Permit 3568);
South Halsted Street	At 6416 -- 6418 -- from a point 140 feet south of West 64th Street to a point 50 feet south thereof;
North Harding Avenue	At 3107 (Handicapped Permit 4116);

Public Way	Area
South Harvard Street	At 7917 (Handicapped Permit 4094);
North Hermitage Avenue	At 3943 (Handicapped Permit 4153);
South Hermitage Avenue	At 8619 (Handicapped Permit 4045);
South Homan Avenue	At 2251 (Handicapped Permit 4096);
West Huron Street	At 5818 (Handicapped Permit 4100);
West Hutchinson Street	At 4704 (Handicapped Permit 3913);
West Hyacinth Street	At 6355 (Handicapped Permit 3909);
West Jarlath Street	At 3037 (Handicapped Permit 3816);
West Jarvis Avenue	At 2909 (Handicapped Permit 3822);
South Jeffery Boulevard	At 8036 (Handicapped Permit 4033);
North Jersey Avenue	At 5731 (Handicapped Permit 4147);
West Kamerling Avenue	At 4018 (Handicapped Permit 3875);
North Kedzie Avenue	At 4118 (Handicapped Permit 4113);
North Keeler Avenue	At 1806 (Handicapped Permit 4105);
North Keeler Avenue	At 2206 (Handicapped Permit 3873);
North Keeler Avenue	At 4838 (Handicapped Permit 3847);
North Kenmore Avenue	At 5716 (Handicapped Permit 4071);
South Kenneth Avenue (East side)	From South Archer Avenue to the first alley south thereof -- no exceptions;
North Kilbourn Avenue	At 3122 (Handicapped Permit 3819);
North Kilpatrick Avenue	At 2457 (Handicapped Permit 3901);
South Kimbark Avenue	At 9351 (Handicapped Permit 4075);
South Kolin Avenue	At 3011 (Handicapped Permit 3824);

Public Way	Area
South Kolmar Avenue	At 5909 (Handicapped Permit 3834);
South LaCrosse Avenue	At 4806 (Handicapped Permit 3769);
South Lafayette Avenue	At 4123 (Handicapped Permit 4123);
South Lafayette Avenue	At 11565 (Handicapped Permit);
South Laflin Street (West side)	From a point 125 feet north of West Cermak Road to a point 45 feet north thereof (public benefit);
North Laramie Avenue	At 5235 (Handicapped Permit 4026);
South LaSalle Street	At 8332 (Handicapped Permit 3747);
North Latrobe Avenue	At 2323 (Handicapped Permit 3872);
South Latrobe Avenue	At 5319 (Handicapped Permit 4012);
North Lawndale Avenue	At 925 (Handicapped Permit 4065);
North Leavitt Avenue	At 814 (Handicapped Permit 4109);
South Loomis Boulevard	At 8029 (Handicapped Permit 3790);
North Lorel Avenue	At 2443 (Handicapped Permit 3874);
North Lotus Avenue	At 739 (Handicapped Permit 4146);
North Lotus Avenue	At 3053 (Handicapped Permit 4143);
North Lotus Avenue	At 3114 (Handicapped Permit 4061);
North Lowe Avenue	At 2546 (Handicapped Permit 3881);
North Mango Avenue	At 5528 (Handicapped Permit 4070);
South Marshfield Avenue	At 3864 (Handicapped Permit 3543);
South Marshfield Avenue	At 7917 (Handicapped Permit 4046);
North Mason Avenue	At 1412 (Handicapped Permit 4101);
North McVicker Avenue	At 2341 (Handicapped Permit 3906);

Public Way	Area
North McVicker Avenue	At 2828 (Handicapped Permit 4062);
North Menard Avenue	At 1231 (Handicapped Permit 4049);
South Monitor Avenue	At 6222 (Handicapped Permit 3884);
North Mont Clare Avenue	At 4933 (Handicapped Permit 3912);
South Morgan Avenue	At 7242 (Handicapped Permit 4128);
South New England Avenue	At 5909 (Handicapped Permit 3780);
North Opal Avenue	At 3414 (Handicapped Permit 4016);
South Parnell Avenue	At 3133 (Handicapped Permit 4037);
North Paulina Street	At 4110 (Handicapped Permit 4152);
South Perry Avenue	At 11521 (Handicapped Permit 4060);
South Princeton Avenue (West side)	From a point 20 feet south of West 40th Place to a point 32 feet south thereof and (east side) from a point 20 feet south of West 40th Place to a point 53 feet south thereof;
South Quinn Street	At 2843 (Handicapped Permit 3794);
North Richmond Street	At 6146 (Handicapped Permit 3644);
South Richmond Street	At 8150 (Handicapped Permit 3830);
North Ridgeway Avenue	At 1418 (Handicapped Permit 4107);
North Ridgeway Avenue	At 5012 (Handicapped Permit 4068);
North Rockwell Street	At 4535 (Handicapped Permit 3654);
South St. Lawrence Avenue	At 6321 (Handicapped Permit 3860);
South Sangamon Street	At 8328 (Handicapped Permit 3870);
South Spaulding Avenue	At 2538 (Handicapped Permit 4133);

Public Way	Area
South Spaulding Avenue	At 8155 (Handicapped Permit 4044);
North Springfield Avenue	At 4620 (Handicapped Permit 3806);
North Talman Avenue	At 1854 (Handicapped Permit 4099);
South Talman Avenue	At 5728 (Handicapped Permit 3888);
West Thomas Street	At 5049 (Handicapped Permit 4064);
South Throop Street	At 209 (Handicapped Permit 4121);
South Throop Street	At 1910 (Handicapped Permit 4098);
South Throop Street	At 4855 (Handicapped Permit 4035);
South Throop Street	At 5626 (Handicapped Permit 4093);
West Touhy Avenue	At 1351 (Handicapped Permit 4074);
West Touhy Avenue	At 1360 (Handicapped Permit 4073);
North Tripp Avenue	At 1623 (Handicapped Permit 3876);
North Tripp Avenue	At 2026 (Handicapped Permit 4052);
North Tripp Avenue	At 2044 (Handicapped Permit 3823);
South Tripp Avenue	At 5653 (Handicapped Permit 3867);
South Troy Street	At 5916 (Handicapped Permit 4089);
South Trumbull Avenue	At 5835 (Handicapped Permit 3868);
South Wabash Avenue	At 5827 (Handicapped Permit 4077);
South Wallace Street	At 2845 (Handicapped Permit 4087);
South Wallace Street	At 3807 (Handicapped Permit 4086);
South Washtenaw Avenue	At 4639 (Handicapped Permit 3883);
West Waveland Avenue	At 1604 (Handicapped Permit 3821);
West Webster Avenue	At 2008 (Handicapped Permit 3362);

Public Way	Area
West Wellington Avenue	At 2133 (Handicapped Permit 4111);
South Whipple Street	At 5924 (Handicapped Permit 3887);
South Winchester Avenue (East side)	From West 100th Street to a point 147 feet south thereof;
West Windsor Avenue	At 837 (Handicapped Permit 3713);
West Wolfram Street	At 1311 (Handicapped Permit 3832);
West Wrightwood Avenue	At 3809 (Handicapped Permit _____);
West Wrightwood Avenue	At 3845 (Handicapped Permit 3702);
West 21st Place	At 2647 (Handicapped Permit 4047);
West 23rd Place	At 256 (Handicapped Permit 4076);
West 34th Place	At 1831 (Handicapped Permit 3783);
West 38th Place	At 3119 (Handicapped Permit 4039);
West 38th Street	At 3301 (Handicapped Permit 4088);
West 40th Place	At 2833 (Handicapped Permit 3646);
West 46th Place	At 536 (Handicapped Permit 4127);
West 46th Street	At 2443 (Handicapped Permit 3882);
West 53rd Street	At 2954 (Handicapped Permit 4091);
West 54th Street	At 2503 (Handicapped Permit 4040);
West 71st Street	At 3925 (Handicapped Permit 3746);
West 74th Place	At 1222 (Handicapped Permit 4043);
West 110th Place	At 2515 (Handicapped Permit 3893).

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

—

Amendment Of Parking Prohibition At All Times.

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

SECTION 1. That an ordinance passed December 18, 1963, pages 2028 -- 2029 of the Journal of Proceedings of said date, prohibiting the parking of vehicles at all times on portions of designated streets, be and the same is hereby amended by striking therefrom the following:

"East 25th Street (North side)	From South State Street to South Lake Park Avenue -- No Parking Anytime";
-----------------------------------	---

and inserting in lieu thereof:

East 25th Street (North side)	From South State Street to South Michigan Avenue -- No Parking At All Times;
----------------------------------	--

and	From a point 245 feet east of South Michigan Avenue, to a point 41 feet east thereof -- No Parking At All Times (public benefit);
-----	---

and also	From South Prairie Avenue to South Lake Park Avenue -- No Parking At All Times.
----------	---

SECTION 2. That an ordinance passed March 29, 1972, printed on pages 2805 -- 2806 of the Journal of Proceedings prohibiting the parking of vehicles at all times on portions of designated streets, is hereby amended by striking therefrom the following:

"North Luna Avenue (East side)	Between West Balmoral Avenue and West Catalpa Avenue;
-----------------------------------	---

West Balmoral Avenue (North side)	Between North Linder Avenue and North Luna Avenue; and
--------------------------------------	--

West Catalpa Avenue
(South side)

Between North Luna Avenue and
North Linder Avenue -- At All Times".

and inserting in lieu thereof:

North Luna Avenue
(East side)

Between West Balmoral Avenue and
West Catalpa Avenue;

West Balmoral Avenue
(North side)

Between North Linder Avenue and
North Luna Avenue;

West Catalpa Avenue
(South side)

Between North Luna Avenue and
North Linder Avenue -- 8:00 A.M. to 4:00
P.M. -- on all school days.

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

Prohibition Of Parking During Specified Hours.

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Public Way

Limits And Times

North Francisco Avenue
(East side)

From a point 10 feet south of West
Hollywood Avenue, to a point 120 feet
south thereof -- 8:00 A.M. to 4:00 P.M. on
all school days -- except for school buses;

South Hamlin Avenue
(West side)

From West 110th Place to the first
alley south thereof -- 8:00 A.M. to 10:00
A.M. -- Monday through Friday;

South Loomis Street
(West side)

From South Archer Avenue to
viaduct north -- 3:00 P.M. to 7:00 P.M. --
Monday through Friday.

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

Amendment Of Parking Prohibitions During Specified Hours.

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

SECTION 1. Repeal ordinance passed October 13, 1960, page 3295 of the Journal of Proceedings which reads: "South Harvard Avenue (both sides) from West 121st Street (north side of the Illinois Central Railroad tracks) to a point 350 feet north thereof -- 8:00 A.M. to 10:00 A.M. -- except on Saturdays, Sundays and holidays."

SECTION 2. Repeal: "South Harvard Avenue (both sides) 12000 block -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Mondays through Saturdays."

SECTION 3. Amend ordinance that passed September 22, 1988, page 17822 of the Journal of Proceedings which reads: "West 26th Street between South California Avenue and the City limits -- 7:00 A.M. to 9:00 A.M. (south side) -- Monday and Wednesday (north side) -- Tuesday and Thursday -- (for cleaning purposes)" by striking: "South California Avenue to South Sacramento Avenue" and inserting: "South Sacramento Avenue to City limit -- No Parking Street Cleaning (south side) --7:00 A.M. to 9:00 A.M. -- Thursday and Friday (north side) -- 7:00 A.M. to 9:00 A.M. -- Monday and Wednesday".

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

Parking Limitations During Specified Hours.

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, for more than the time specified:

Public Way	Limit And Time
West Belmont Avenue (North side)	From a point 145 feet east of Wolcott Avenue, to a point 25 feet east thereof -- 2-hours -- 9:00 A.M. to 5:00 P.M.
West Irving Park Road (South side)	From a point 135 feet east of North Central Avenue, to a point 60 feet east thereof -- 1-hour -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday;
South Kolmar Avenue (West side)	From West 63rd Street to the first alley north -- 1-hour -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday;
South Pulaski Road (East side)	From a point 38 feet south of West 83rd Place, to a point 35 feet south thereof -- 1-hour -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday.

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

Amendment Of Parking Limitations During Specified Hours.

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

SECTION 1. Amend ordinance passed April 1, 1987, page 41093 which reads: "South Sayre Avenue (west side) from West Archer Avenue to the first alley south thereof -- 2-hours -- 8:00 A.M. to 12:00 Midnight -- Sundays through Saturdays" and inserting in lieu thereof: "South Sayre Avenue (west side) from West Archer Avenue to the first alley south thereof -- 2-hours -- 8:00 A.M. to 9:00 P.M. -- Mondays through Saturdays".

SECTION 2. That an ordinance passed by the City Council September 23, 1987, printed on pages 4114 -- 4115 of the Journal of Proceedings of said date, limiting the parking of vehicles on portions of specified streets, be and the same is hereby amended by striking the following: "West 52nd Street (south side) between South Laverne Avenue and South Lawler Avenue -- 1-hour -- At All Times" and inserting in lieu thereof: "West 52nd Street (south side) between South Laverne Avenue and South Lawler Avenue -- 1-hour -- 8:00 A.M. to 5:00 P.M. -- Mondays through Fridays (public benefit)".

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

Establishment Of Residential Permit Parking Zones.

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

SECTION 1. Pursuant to Section 27-317 of the Municipal Code of the City of Chicago, portions of the below named streets are hereby designated as residential parking zones, for the following locations:

Street	Limits
North California Avenue (East side)	From West Ardmore Avenue to the first alley south of West Peterson Avenue -- 8:00 A.M. to 4:30 P.M. -- Monday through Friday -- Zone 163;
South Harding Avenue (Both sides)	From West 101st Street to West 101st Place -- 7:00 A.M. to 3:00 P.M. -- Monday through Friday -- Zone 168;
North Humboldt Boulevard (East side)	From West Armitage Avenue to West Dickens Avenue -- at all times -- Zone 180;
South Michigan Avenue (Both sides)	In the 7000 block -- at all times -- Zone 190;
North Minnehaha Avenue (East side)	From 6307 to 6343 -- at all times -- Zone 170;
North Mozart Avenue (Both sides)	From North Logan Avenue to 2700 North Mozart Street -- 3:30 P.M. to 10:00 P.M. -- Monday through Saturday -- extension to Zone 96;
South Paulina Street (Both sides)	In the 3600 block -- at all times -- Zone 31;

Street	Limits
West Thorndale Avenue (Both sides)	From North California Avenue to North Fairfield Avenue -- 8:00 A.M. to 4:30 P.M. -- Monday through Friday -- Zone 163;
North Troy Street (Both sides)	From 4000 to 4100 -- at all times -- Zone 167;
West 49th Street (South side)	From South Knox Avenue to the first alley east thereof -- 6:00 A.M. to 10:00 P.M. -- Monday through Friday -- Zone 169;
West 101st Street (Both sides)	From South Pulaski Road to South Springfield Avenue -- 7:00 A.M. to 3:00 P.M. -- Monday through Friday -- Zone 168.

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

Designation Of Service Drives/Diagonal Parking.

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

SECTION 1. Pursuant to Section 27-306 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as diagonal parking/service drives, for the following locations:

Street	Limits
West Addison Street	At 7101 (alongside on North Nordica Avenue) from West Addison Street to a point 85 feet south thereof -- service drive/diagonal parking;

Street	Limits
North Albany Avenue	From West Huron Street to West Chicago Avenue -- diagonal parking;
West Dickens Avenue (South side)	From North Monitor Avenue to a point approximately 250 yards east thereof -- service drive/diagonal parking;
North Knox Avenue (East side)	From West Belmont Avenue to West Wellington Avenue -- service drive/diagonal parking;
West 26th Street (West side)	Alongside on South Karlov Avenue, from West 26th Street to the first alley north thereof -- service drive/diagonal parking.

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

SPEED LIMITATION ESTABLISHED ON PORTION
OF NORTH CALIFORNIA AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 26, 1989) a proposed order for speed limitation, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 27-212 of the Municipal Code of the City of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the streets or other public ways designated within the limits specified:

Street	Limits And Speed
North California Avenue	Between West Bryn Mawr Avenue and south to West Lawrence Avenue -- 25 miles per hour.

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

TRAFFIC LANE TOW-AWAY ZONES ESTABLISHED ON PORTIONS
OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (June 8, 1988, April 26, 1989 and May 10, 1989) proposed ordinances to establish traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 27-414 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones between the limits and during the times standing or parking of any vehicle shall be considered a definite hazard to

the normal movement of traffic. The Commissioner of Public Works is hereby authorized and directed to install traffic signs designating the hour of prohibition along said routes:

Public Way	Limits And Time
North Dearborn Street (East side)	From a point 84 feet south of West Elm Street to a point 35 feet south thereof -- at all times;
West Erie Street (North side)	From a point 31 feet east of Hudson Avenue to a point 25 feet east thereof -- at all times;
East Jackson Boulevard (North side)	From a point 85 feet west of the west property line of South Columbus Drive to a point 163 feet west thereof -- at all times -- no exceptions;
West Tilden Street (North side)	From a point 119 feet west of South Clinton Street to a point 23 feet west thereof -- at all times -- no exceptions;
West Tilden Street (South side)	From South Jefferson Street to South Clinton Street -- at all times -- no exceptions;
West Wabansia Avenue (Both sides)	From North Washtenaw Avenue to North California Avenue -- 8:00 A.M. to 4:30 P.M. -- Monday through Friday;
North Wells Street (East side)	From a point 73 feet south of West Goethe Street to a point 87 feet south thereof -- at all times.

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

**PORTIONS OF SPECIFIED STREETS CLOSED
TO TRAFFIC.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (September 22, 1988, November 16, 1988, March 8, 1989 and April 26, 1989) proposed ordinances to close to traffic portions of designated sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. The Commissioner of Public Works is hereby authorized and directed to erect signs and proper barricades for the closing to vehicular traffic the following locations:

Public Ways	Area
West Kemper Place	Between North Orchard Street and North Geneva Terrace -- on all school days -- 8:00 A.M. to 9:30 A.M. and 2:00 P.M. to 3:30 P.M.;
West 39th Place	In the 3000 block -- 2:15 P.M. to 2:45 P.M. -- on all school days 1988 -- 1989;
West 40th Place	Between South Richmond Street and South Sacramento Avenue -- 11:15 A.M. to 12:15 P.M. -- on all school days 1988 -- 1989;
East 96th Street	In the 2000 block -- 7:45 A.M. to 8:15 A.M. and 2:25 P.M. to 2:40 P.M. -- on all school days.

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

COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO ERECT
AND AMEND TRAFFIC WARNING SIGNS AND
TRAFFIC CONTROL SIGNALS ON
PORTIONS OF SUNDRY
STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 16, 1989.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (September 23, 1987, October 28, 1987, December 9, 1987, April 13, 1988, May 11 and 25, 1988, June 8, 1988, July 29, 1988, September 22, 1988, October 14, 1988, November 16 and 30, 1988, January 18, 1989, February 1 and 16, 1989, March 8 and 29, 1989, April 26, 1989 and May 10, 1989) proposed orders for traffic warning signs and traffic control signals, begs leave to

recommend that Your Honorable Body do *Pass* the proposed substitute order and ordinance submitted herewith.

This recommendation was concurred in by members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

On motion of Alderman Laurino, the said proposed substitute order and proposed substitute ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

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

Installation Of Traffic Warning Signs And Signals.

Ordered, That the Commissioner of Public Works be and he is authorized and directed to erect traffic warning signs on the following streets, of the types specified:

Street	Type Of Sign
Stopping South Artesian Avenue for West 80th Street	"Two-Way Stop" signs;
Stopping South Artesian Avenue for West 81st Street	"Two-Way Stop" signs;

Street	Type Of Sign
West Berteau Avenue at the intersection of North Claremont Avenue	"Stop" signs;
West Blackhawk Street and North Hudson Avenue	"All-Way Stop" signs;
Stopping West Bowmanville Avenue for West Bell Avenue	"Stop" signs;
East-westbound traffic on West Bowmanville Avenue at the intersection of North Hoyne Avenue	"Stop" signs;
Stopping South Calumet Avenue for East 106th Street	"Stop" signs;
North Campbell Avenue at the intersection of West Palmer Street	"Stop" signs;
South Campbell Avenue for West 72nd Street	"Stop" signs;
North Christiana Avenue (one-way street/northerly) at the intersection of West Byron Street	"Stop" signs;
Stopping South Church Street for West 117th Street	"One-Way Stop" signs;
Stopping South Church Street for West 118th Street	"One-Way Stop" signs;
West Cornelia Avenue and North Hamilton Avenue	"All-Way Stop" signs;
West Cornelia Avenue and North Marshfield Avenue	"All-Way Stop" signs;
Stopping West Cortland Street for North Kilbourn Avenue	"Two-Way Stop" signs;

Street	Type Of Sign
Stopping South Euclid Avenue for East 77th Street	"Stop" signs;
North Francisco Avenue at West Waveland Avenue	"All-Way Stop" signs;
West Giddings Street at the intersection of North Leavitt Street	"Stop" signs;
East-westbound traffic on West Grace Street at the intersection of North Paulina Street	"Stop" signs;
Stopping South Green Street for West 56th Street	"Two-Way Stop" signs;
Stopping West Greshaw Street for South Springfield Avenue	"One-Way Stop" sign;
North Harding Avenue and West Leland Avenue, stopping southbound traffic on North Harding Avenue	"Stop" signs;
Stopping South Harper Avenue for East 91st Street	"Stop" signs;
South Hoyne Avenue and West 96th Street	"All-Way Stop" signs;
Stopping South Keeler Avenue (one-way street/southerly) at the intersection of West 32nd Street	"Stop" sign;
Stopping North Kildare Avenue for West Carmen Avenue	"One-Way Stop" sign;
South Langley Avenue and East 88th Street	"All-Way Stop" signs;
South Leavitt Avenue and West 104th Street	"All-Way Stop" signs;

Street	Type Of Sign
West Lexington Street and South Racine Avenue	"All-Way Stop" signs;
East-westbound traffic on West Lunt Avenue at the intersection of North Paulina Street	"Stop" signs;
Stopping South Maplewood Avenue for West 70th Street	"Stop" signs;
Stopping North Marmora Avenue (one-way street/northerly) at the intersection of West Berenice Avenue	"Stop" signs;
North-southbound traffic on South Maryland Avenue at the intersection of East 106th Street	"Stop" signs;
Stopping South Millard Avenue for West 113th Street	"Two-Way Stop" signs;
Stopping North Newcastle Avenue for West Cornelia Avenue	"One-Way Stop" sign;
South Normal Avenue and West 28th Street	"All-Way Stop" signs;
Westbound traffic on West North Shore Avenue at the intersection of North Fairfield Avenue	"Stop" signs;
Stopping North Oakley Avenue for West Bowmanville Avenue	"One-Way Stop" signs;
South Oakley Avenue and West 110th Street	"All-Way Stop" signs;
Stopping South Oakley Avenue for West 113th Place	"Two-Way Stop" signs;
Stopping South Oakley Avenue for West 114th Street	"Two-Way Stop" signs;

Street	Type Of Sign
South Parnell Avenue and West 97th Street	"All-Way Stop" signs;
North Paulina Street and West Cornelia Avenue	"All-Way Stop" signs;
South Racine Avenue and West 34th Place	"All-Way Stop" signs;
Stopping South Ridgeway Avenue at the intersection of West 78th Place	"Stop" signs;
Stopping South Sacramento Avenue for West 61st Street	"Stop" signs;
Stopping South St. Lawrence Avenue for East 92nd Place	"One-Way Stop" sign;
For north-southbound traffic on South St. Louis Avenue at the intersection of West 66th Street	"Stop" signs;
Stopping South St. Louis Avenue for West 30th Street	"Stop" signs;
Stopping North Sawyer Avenue for West Berwyn Avenue	"One-Way Stop" signs;
East-westbound traffic on West Schubert Avenue at the intersection of North Albany Avenue	"Stop" signs;
North Seminary Avenue and West Wolfram Street	"All-Way Stop" signs;
Stopping South Springfield Avenue for West 106th Street	"Two-Way Stop" signs;
Stopping North Tonty Avenue for North Hiawatha Avenue	"Two-Way Stop" signs;

Street	Type Of Sign
South Union Avenue and West 112th Street	"All-Way Stop" signs;
Stopping West Warwick Avenue for North Lamon Avenue	"One-Way Stop" signs;
South Washtenaw Avenue and West 58th Street	"All-Way Stop" signs;
Stopping West Waveland Avenue for North Lockwood Avenue	"One-Way Stop" sign;
North Wayne Avenue and West Wrightwood Avenue	"All-Way Stop" signs;
West Wellington Avenue and North Pine Grove Avenue	"All-Way Stop" signs;
South Wood Street and West 34th Street	"All-Way Stop" signs;
East-westbound traffic on West Wrightwood Avenue at the intersection of North Leclair Avenue	"Stop" signs;
West 19th Street and South Leavitt Street	"All-Way Stop" signs;
Stopping east and westbound traffic on East 26th Street at the intersection of South Prairie Avenue	"Two-Way Stop" signs;
West 30th Street and South Canal Street	"All-Way Stop" signs;
Stopping West 32nd Street for South Kedvale Avenue	"One-Way Stop" sign;
West 34th Street and South Halsted Street	Automatic traffic control signals;
Stopping West 45th Street for South Talman Avenue	"Stop" signs;

Street	Type Of Sign
West 46th Street and South Wood Street	"All-Way Stop" signs;
On East 47th Street at the intersection of South Lake Park Avenue (for traffic going westerly on 47th Street)	"Left-Turn" signal;
For east-westbound traffic on West 48th Street at the intersection of South Lavergne Avenue	"Stop" signs;
West 50th Street and South Cicero Avenue	Automatic traffic control signals;
West 56th Street and South Karlov Avenue	"All-Way Stop" signs;
West 56th Street and South Komensky Avenue	"All-Way Stop" signs;
At the corners of West 56th Street and South Aberdeen Street	"Three-Way Stop" signs;
West 63rd Street and South Halsted Street (for all directions)	"No Left Turn" signs;
Stopping West 64th Street for South Lamon Avenue	"Stop" signs;
Stopping West 64th Street for South Lockwood Avenue	"One-Way Stop" sign;
West 65th Street and South Central Park Avenue, stopping Central Park Avenue	"Stop" signs;
West 68th Street and South Kolin Avenue	"All-Way Stop" signs;

Street	Type Of Sign
For east and westbound traffic on West 68th Street at the intersection of South Wolcott Avenue	"Stop" signs;
East 72nd Street and South Blackstone Avenue	"All-Way Stop" signs;
West 72nd Street and South Washtenaw Avenue	"All-Way Stop" signs;
Stopping West 80th Street for South Whipple Street	"Two-Way Stop" signs;
East 81st Street and South Exchange Avenue	Automatic traffic control signals;
East 83rd Street and South Saginaw Avenue	Automatic traffic control signals;
For east and westbound traffic on East 92nd Street at the intersection of South Langley Avenue	"Stop" signs;
Stopping West 105th Street for South Drew Street	"One-Way Stop" sign;
Stopping West 113th Street for South Campbell Avenue	"Two-Way Stop" signs;
West 113th Street and South Wallace Street (one-way street/northerly)	"Three-Way Stop" signs;
For east and westbound traffic on East 115th Street and South Forest Avenue	"Stop" signs.

Amendment Of Traffic Warning Signs.

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

SECTION 1. That an ordinance passed by the City Council on February 16, 1989, printed on page 25064 of the Journal of Proceedings of said date, to erect traffic warning signs on designated streets is hereby amended by striking therefrom the following: "Stopping South Tripp Avenue for West 68th Street -- One-Way Stop" and inserting in lieu thereof: "Stopping West 68th Street for South Tripp Avenue -- 'One-Way Stop'".

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

INSTALLATION OF MISCELLANEOUS SIGNS ON PORTIONS
OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (January 18, 1989 and April 26, 1989) proposed ordinances for miscellaneous signs on portions of designated sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. Ordered, that the Commissioner of Public Works is hereby authorized and directed to erect the following miscellaneous signs, at the designated locations:

Location	Type Of Sign
At the intersection of North Central Avenue and North Dowagiac Avenue	"Blind Crossing" signs;
Entrances to the first north-south alley west of North Sheridan Road for southbound traffic from north on West Rosemont Avenue	"Do Not Enter -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday" signs.

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

ESTABLISHMENT OF WEIGHT LIMITATIONS ON PORTIONS
OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (November 16, 1988 and April 26, 1989) proposed ordinances to limit the weight of trucks and commercial vehicles on portions of designated streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 27-418 of the Municipal Code of the City of Chicago, the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public ways between the limits indicated (except for the purpose of delivering or picking up material or merchandise) shall be as follows:

Public Ways	Limits And Maximum Load
South Hamlin Avenue	From West Cermak Road to West 26th Street -- 5-tons;
West 32nd Place	From South Ashland Avenue to South Paulina Street -- 5-tons;
West 32nd Street	From South Ashland Avenue to South Paulina Street -- 5-tons;
West 74th Place	From South Racine Avenue and South Ada Street -- 5-tons.

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

Failed To Pass -- VARIOUS TRAFFIC REGULATIONS,
TRAFFIC SIGNS, ET CETERA.

(Adverse Committee Recommendations)

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Laurino moved to *Concur* In the committee's recommendation. The question in reference to each proposed ordinance or proposed order thereupon became: "*Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendations?*" and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass*, by yeas and nays as follows:

Yeas -- None.

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

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, begs leave to recommend that Your Honorable Body Do Not Pass sundry proposed ordinances and orders submitted herewith, which were referred to your committee (October 28, December 9, 16, 1987, February 25, March 9, 30, May 11, 25, July 29, October 14, 26, November 16, 30, December 7, 14 and 21, 1988, January 18, February 1, March 3, 29, April 26, May 10 and 24, 1989) concerning traffic regulations and traffic signs, et cetera as follows:

Parking Prohibited At All Times:

South Avenue G	At 10505;
West Estes Avenue (South side)	From North Rockwell Street east to the dead end;
West Fulton Street	At 5819;
West Jackson Boulevard (North side)	At 4759;
West Jackson Boulevard (North side)	At 4657;
South Kedzie Avenue	At 1817;
South Kenneth Street	At 3012;
South Lafayette Avenue	At 8244;
North Lake Shore Drive	At 3600;
North Lawndale Avenue	At 1112;
North Lawndale Avenue	At 1111;
North Lincoln Avenue	At 2040;

Parking Prohibited At All Times:

North Lincoln Avenue	At 2035;
North Narragansett Avenue	At 4057;
West Palmer Avenue	At 4735;
West Pershing Road	At 2524;
South Princeton Avenue	At 5917;
South Richmond Street	At 8158;
South Sangamon Street	At 6641;
South Seeley Avenue	At 8437;
West Superior Street	At 2153;
South Throop Street	At 9257;
West 34th Place	At 1831;
East 41st Street	At 804;
West 68th Place	At 2150;
East 93rd Street	At 2822.

Parking Prohibited During Specified Hours:

South Hermitage Avenue (West side)	At 6936 -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday.
---------------------------------------	--

Loading Zone:

West Huron Street	At 217 -- at all times;
North Wells Street	At 720 -- at all times.

Residential Parking:

North California Avenue
(East side)

Between West Peterson Avenue and West Ardmore Avenue and on West Thorndale Avenue (both sides) between North California Avenue and North Fairfield Avenue -- 8:00 A.M. to 4:30 P.M. -- on school days only.

Single Direction:

South Princeton Avenue

And 123rd Street -- northerly;

North Richmond Street

In 2000 and 2100 blocks -- southerly.

Weight Limitations:

South Chappel Avenue

From East 85th Street -- 5 tons;

South Lorel Avenue

In 6300 to 6500 blocks -- 5 tons;

South Ridgeway Street

In 2200 to 2300 blocks -- 5 tons;

West 19th Street

In 3000 block -- 5 tons.

Speed Limitations:

West Polk Street
(both sides)

From 2250 to 2300 (south) -- 20 miles per hour.

Miscellaneous:

South Kedzie Avenue

At 6200 (alongside on West 62nd Street, from South Kedzie Avenue to the first alley east thereof) -- service drive/diagonal parking;

Entrance to the first
east/west alley south of

West Montrose Avenue, between North Austin Avenue and North Mason Avenue -- through traffic prohibited;

Miscellaneous:

Entrance to the first east/west alley south of	West Henderson Street, between North Menard Avenue and North Marmora Avenue -- through traffic prohibited;
North Clark Street (East side)	At 5233, 5301, 5333, 5401, 5433, 5501 and 5601 -- "No Bicycling On Sidewalk" signs;
North Austin Avenue	At intersection of West Berteau Avenue -- proper traffic signs;
South Oakley Boulevard (Both sides)	At intersection of West 22nd Street -- "Slow -- School Crossing" signs;
West Douglas Boulevard	Between 3444 and South St. Louis Avenue -- 8:00 A.M. to 4:00 P.M. -- on all school days;
South Normal Avenue (South end)	Of the 3400 block at intersection of West 35th Street and South Normal Avenue -- cul-de-sac.

Traffic Lane Tow-Away Zone:

Lincoln Park West	At 1960 -- at all times;
East 73rd Street (North side)	From a point 135 feet west of South Shore Drive to a point 25 feet west thereof -- at all times.

Traffic Warning Signs:

(May 25, 1988) Automatic traffic control signals -- West Archer Avenue and South New England Avenue;

(February 25, 1988) Automatic traffic control signals -- South Archer Avenue and South Mayfield Avenue;

(December 16, 1987) "Stop" sign -- West Archer Avenue and South Wood Street stopping east/westbound traffic;

(November 30, 1988) "Four-Way Stop" sign -- West Belle Plaine Avenue at intersection of North Damen Avenue;

(October 14, 1988) "Stop" sign -- North Campbell Avenue at intersection of West Palmer Street;

(March 29, 1989) Automatic traffic control signals -- East Hyde Park Boulevard and South Cornell Avenue;

(March 8, 1989) "Stop" sign -- North/southbound traffic on North Kedvale Avenue at intersection of West Berteau Avenue;

(March 8, 1989) "All-Way Stop" sign -- West Menomonee Street and North Fern Court;

(October 28, 1987) Automatic traffic control signals -- North Racine Avenue and West Montrose Avenue;

(April 26, 1989) "Two-Way Stop" sign -- South Springfield Avenue and West 79th Place, stopping east/west traffic on 79th Place;

(October 26, 1988) "All-Way Stop" sign -- West 31st Street and South Karlov Avenue;

(December 9, 1987) Automatic traffic control signals -- East 49th Street and South Drexel Boulevard;

(October 26, 1988) "All-Way Stop" sign -- East 96th Street and South Commercial Avenue.

Amend -- Parking Prohibited At All Times:

Amend ordinance by striking 924 East Hyde Park Boulevard;

Amend ordinance by striking 5926 West Madison Street.

Amend -- Loading Zones:

Amend ordinance related to 1521 West Montana Street (south side) by relocating signs to a point 15 feet east thereof;

Amend ordinance passed October 9, 1985, pages 20508 -- 20510 of the Journal of Proceedings by striking East 73rd Street (north side) from a point 135 feet west of South Shore Drive to a point 25 feet west thereof.

Amend -- Single Direction Signs:

Repeal ordinance related to North Forest Glen Avenue, the 5800 and 5900 blocks -- southerly;

Amend ordinance to read West Le Moyne Street from two-way to one-way extending easterly from Central Avenue to Long Avenue;

Amend ordinance passed September 23, 1987, pages 4088 -- 4090 of the Journal of Proceedings related to North Oriole Avenue from West Irving Park Road to West Addison Street by inserting: "to the first alley north of West Addison Street -- southerly";

Repeal ordinance related to South Princeton Avenue from West 119th Street to West 127th Street.

Amend -- Parking Meters:

Removal of meters for 9126 South Commercial Avenue;

Removal of meters for 57 West Grand Avenue;

Removal of meters for 217 West Huron Street;

Removal of meters for 720 North Wells Street;

Removal of meters for 1514 North Western Avenue.

These *Do Not Pass* recommendations were concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

COMMITTEE ON ZONING.

**APPOINTMENT OF MR. GRAHAM GRADY AS
ZONING ADMINISTRATOR.**

The Committee on Zoning submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on June 26, 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 the particular areas.

In addition, I beg leave to recommend the passage of two ordinances which were corrected and amended: Application Numbers A-2647 and MA-02.

The following ordinances failed to meet the committee's approval and did not pass: Application Numbers 10494 and 10504.

Please let the record reflect that Alderman Fred Roti abstained from voting on Application Number 10435.

This report is to be deferred and published, with the exception of Application Number 10508 for the reason that time is of the essence, and Application Number MA-03, approving the confirmation of Mr. Graham Grady as Zoning Administrator.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and said appointment of Graham Grady as Zoning Administrator 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of Mr. Graham Grady who was warmly received by all present.

AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY
AREA SHOWN ON MAP NO. 1-F.

The Committee on Zoning submitted the following report:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on June 26, 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 the particular areas.

In addition, I beg leave to recommend the passage of two ordinances which were corrected and amended in their corrected form: Application Numbers A- 2647 and MA-02.

The following ordinances failed to meet the committee's approval and did not pass: Application Numbers 10494 and 10504.

Please let the record reflect that Alderman Fred Roti abstained from voting on Application Number 10435.

This report is to be deferred and published with the exception of Application Number 10508 for the reason that time is of the essence, and Application Number MA-03, approving the confirmation of Mr. Graham Grady as Zoning Administration.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

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

Nays -- None.

Alderman Burke 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 Chicago Zoning Ordinance be amended by changing all the C3-5 Commercial Manufacturing District symbols and indications as shown on Map No. 1-F in an area 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; the alley next west of and parallel to North LaSalle Street,

to those of C2-5 General Commercial District and a corresponding use district is hereby established in the area above described.

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

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 Huels, *Deferred* and ordered published:

CHICAGO, June 28, 1989.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on June 26, 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 the particular areas.

In addition, I beg leave to recommend the passage of two ordinances which were corrected and amended in their corrected form: Application Numbers A- 2647 and MA-02.

The following ordinances failed to meet the committee's approval and did not pass: Application Numbers 10494 and 10504.

Please let the record reflect that Alderman Fred Roti abstained from voting on Application Number 10435.

This report is to be deferred and published with the exception of Application Number 10508 for the reason that time is of the essence, and Application Number MA-03, approving the confirmation of Mr. Graham Grady as Zoning Administrator.

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 B6-7 Restricted Central Business District symbols and indications as shown on Map No. 1-E in the area bounded by

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

to the designation of a Business Planned Development which is hereby established in the area described above, subject to the use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Business Planned Development No. _____,
As Amended*

Plan Of Development

Statements.

1. The area delineated herein as Business Planned Development No. _____ (the "Planned Development") consists of approximately 16,507.40 square feet (.38 acres) of real property bounded by the alley next north of and parallel to East Illinois Street; North Michigan Avenue; East Illinois Street; and a line 165.21 feet west of and parallel to North Michigan Avenue (the "Property"), as identified in the drawing attached hereto entitled "Boundary and Property Line Map". Legal title to the Property is currently held by Chase Manhattan Bank N. A., as trustee for Trust Account No. P-34742.
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: any use permitted in the B6-7 Restricted Central Business District and earth station receiving dishes, 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 thereto 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 Administration pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Administration.
7. A minimum of 5,900 square feet of retail space shall be located on the ground floor of the building after completion of the renovation work.
8. The applicant shall renovate the facade at the ground floor of the building using granite cladding or other high quality stone.

9. Immediately adjacent to the south property line of the 500 North Michigan Avenue Building is a publicly-owned elevated walkway which is used and maintained by the applicant pursuant to an ordinance adopted by the City Council. The applicant agrees to make the area of the elevated walkway available for public use and enjoyment and to provide amenities in such area which may include lighting, benches and greenery for as long as the City Council grants the privilege above described.
10. Off-street parking and loading facilities will be provided in compliance with this Plan of Development and shall be subject to the review and approval of the Commissioner of Planning.
11. 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.
12. 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.
13. This Plan of Development, consisting of fourteen (14) 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; an existing 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.
14. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" now in effect as promulgated by the Commissioner of the Department of Planning and in force on the date of this application.

[Boundary and Property Line Map, Existing Zoning Map,
Generalized Land Use Plan and Existing Land
Use Map printed on pages 3044
through 3047 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development read as follows:

*Business Planned Development No. _____,
As Amended*

Plan Of Development

Use And Bulk Regulations And Data.

Net Site Area Square Feet/Acres	General Description Of Land Use	Maximum Floor Area Ratio	Maximum Percentage Of Site Coverage
16,507.40/.38	Any use permitted in the B6-7 Restricted Central Business District and earth station receiving dishes.	21.50	100

Gross Site Area = Net Site Area: 16,507.40 square feet
(.38 acres) plus area to remain in the public way:
14,643.21 square feet (.34 acres) =
31,150.61 square feet (.72 acres)

Off-Street Parking and Loading Controls:

Minimum number of off-street parking spaces: 53
Minimum number of off-street loading berths: 1

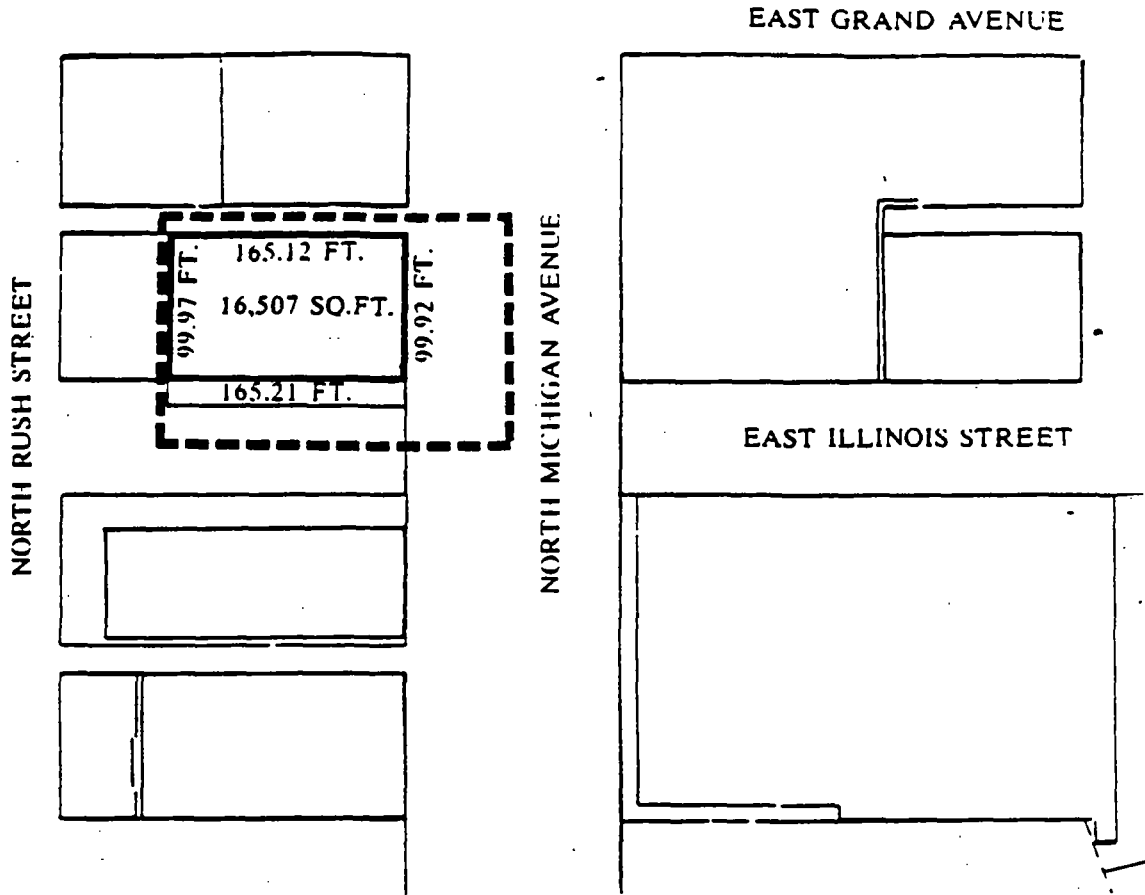
Reclassification Of Area Shown On Map No. 1-F.

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

(Continued on page 3048)

BOUNDARY AND PROPERTY LINE MAP

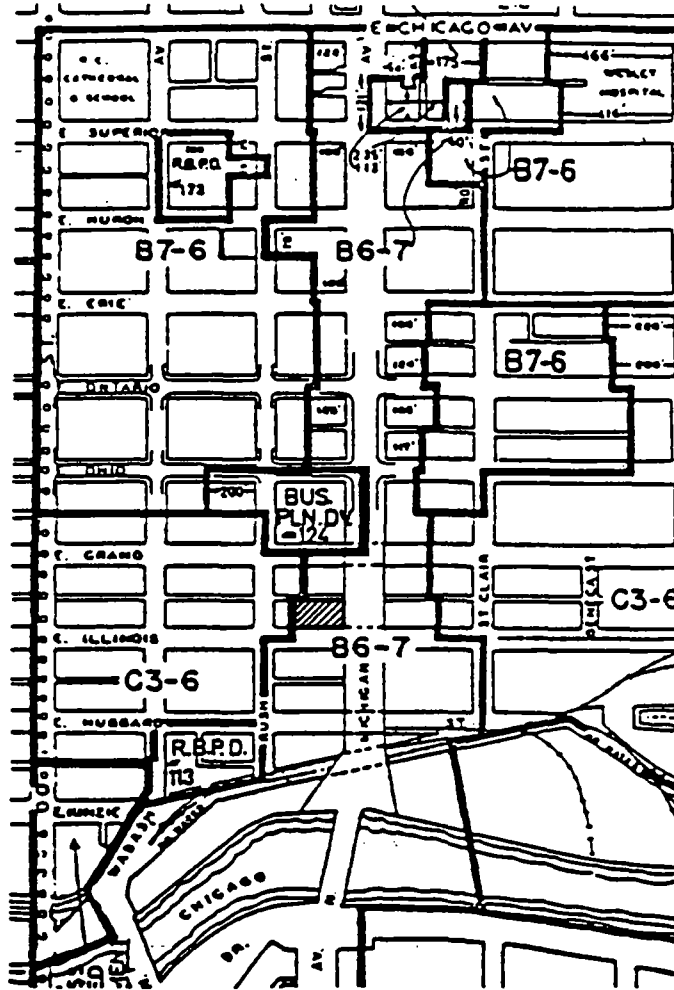


LEGEND



- PROPERTY LINE
- - - - - PLANNED DEVELOPMENT BOUNDARY

Applicant: Rubloff, Inc.
Address: 111 West Washington Street
Chicago, Illinois
Date: April 26, 1989.

EXISTING ZONING MAP

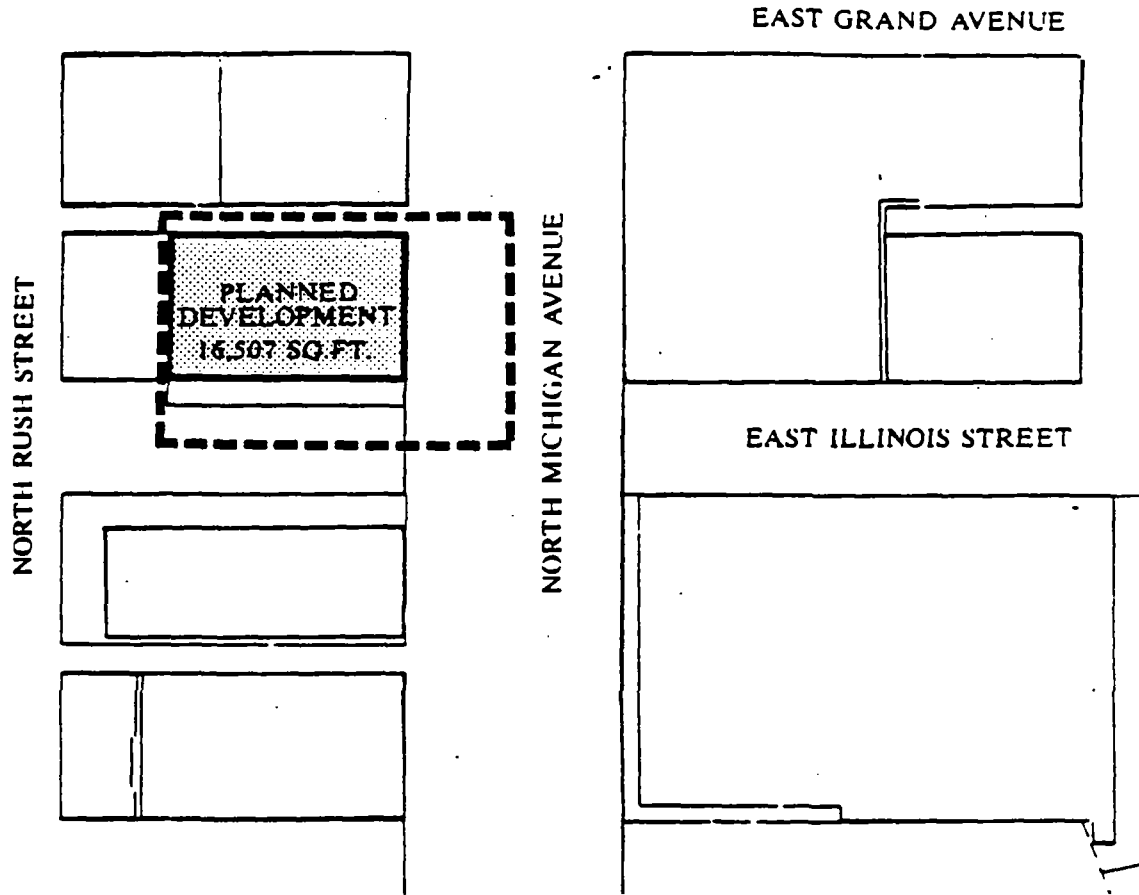


LEGEND


-  PLANNED DEVELOPMENT
-  ZONING BOUNDARIES

Applicant: Rubloff, Inc.
 Address: 111 West Washington Street
 Chicago, Illinois
 Date: April 26, 1989

GENERALIZED LAND USE PLAN



LEGEND

- PROPERTY LINE
- - - - - PLANNED DEVELOPMENT BOUNDARY
-  ANY USE PERMITTED IN THE B6-7, RESTRICTED CENTRAL BUSINESS DISTRICT, AND EARTH STATION RECEIVING DISHES

Applicant: Rubloff, Inc.
Address: 111 West Washington Street
Chicago, Illinois
Date: April 26, 1989

(Continued from page 3043)

West Lake Street; a line 140.83 feet east of and parallel with North Wacker Drive; the alley next south of and parallel with West Lake Street; and North Wacker Drive,

to reflect the establishment of a Business Planned Development, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

Business Planned Development.

*Plan Of Development,
As Amended.*

1. Legal title to that certain real property (the "Property") which is delineated herein as Business Planned Development and is subject to the use and bulk restrictions of this Business Planned Development is held by American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust No. 100822-04, dated December 1, 1986.

All required disclosures are contained within the Economic Disclosure Statement filed with the City of Chicago in accordance with applicable requirements. The Property will be held under single ownership or control or under single designated control by the Applicant, said Trust or by the beneficiaries, affiliates, successors or assigns of either of them.

2. Business and professional offices, retail uses and all other uses described as permitted and special uses by the C3-7 zoning district provisions of the current Chicago Zoning Ordinance (Section 9.3-3(B), 9.4-3 and associated sections referred to therein) shall be permitted upon the Property. Without limiting any use heretofore described as permitted, the following shall also be permitted upon the Property: The operation of radio and television towers and earth station receiving dishes.

3. The Applicant, its affiliates, successors, assigns or grantees shall obtain all official reviews, approval and permits necessary to implement the development of Property.
4. Any dedication or vacation of streets or alleys or easement for any adjustment of rights-of-way necessary to implement development of the Property shall require separate submittal on behalf of the Applicant, its successors, assigns or grantees, and approval by the City Council.
5. The use and development of the Property shall be in accordance with this Plan of Development, which consists of the statements made herein, an existing zoning and preferential street map, a property line map, a generalized land use map and the bulk regulations table. These and no other controls shall apply to the Property.
6. Off-street parking and off-street loading shall be provided upon the property in accordance with the Bulk Regulations Table attached hereto and made a part of this Plan of Development.
7. Any service drive or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas.
8. The height of each building located upon the Property and any appurtenances attached thereto shall be subject to:
 - (a) Height limitations as certified on Form FAA-177 (or on successor forms involving the same subject matter) and approved by the Federal Aviation Administration pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Administration; and
 - (b) Airport Zoning Regulations as established by the Department of Development and Planning, Department of Aviation, and Department of Law and approved by the City Council.
9. Business and business identification signs may be permitted upon the property subject to the review and approval of the Department of Planning and of the Department of Inspectional Services. Temporary signs, such as construction and marketing signs, may be permitted subject to the aforesaid approvals. Signs advertising products or services which products or services are not located upon the Property, shall not be permitted. Signs described by Chapter 86, Section 86.1-11 of the Chicago Municipal Code shall require City Council approval in the manner described therein.

10. For purposes of maximum Floor Area Ratio calculations, the definition contained in the current Chicago Zoning Ordinance shall apply; provided, however, that (i) floor area devoted to mechanical equipment which exceeds 5,000 square feet in any single location shall not be included, and (ii) floor area devoted to non-accessory off-street parking at levels below Upper Wacker Drive shall not be included.
11. The River Edge Park located between West Lake Street and North Orleans Street is the predominate open space which forms the link between the Property and the Chicago River, creating its "front yard". Given this direct link between the Property and the River, Applicant shall undertake the improvement of this riverfront area in substantial conformance with the guidelines set out below.
 - A. Construction Schedule. The Applicant shall commence construction of the riverfront improvements no later than concurrently with the commencement of construction of the development proposed for the Property (so long as all necessary governmental approvals have been granted as set forth below). Such improvements shall be completed within six (6) months or one tree-planting season, subject to delays due to inclement weather, work stoppages and other similar unforeseeable occurrences.
 - B. Scope of Improvements. The riverfront improvements shall be in substantial conformance with the following standards and with the plan dated April 26, 1989, revised May 8, 1989, prepared by the Brickman Group Limited (as such plan may from time to time be modified subject to the reasonable approval of the Department of Planning and the Department of Public Works):
 - (i) all excavation and debris removal shall be accomplished by the Applicant;
 - (ii) by-product paver quality granite pavers (1-foot x 1-foot) shall be installed, set in cement mortar;
 - (iii) 5-inch caliper street trees (i.e. Linden, Green Ash, Hackberry, etc.) shall be installed, with 6-foot tree grates, at approximately 30 feet on center;
 - (iv) 10 benches shall be installed at appropriate locations along the riverfront;
 - (v) the dock wall shall be capped with a concrete curb and steel railings with 2 gates to facilitate boat mooring shall be installed (Applicant shall not be required to undertake any structural modifications in conjunction with such dock wall improvements);

- (vi) replacement of the Lake Street stairway and renovation of the Orleans Street stair treads;
 - (vii) existing lighting standards along the ramp wall shall be renovated;
 - (viii) flush mounted lighting shall be installed in or adjacent to the tree wells; and
 - (ix) curbs and bollards shall be installed at the north edge of the existing ramp.
- C. **Quality of Materials.** All materials used in conjunction with the proposed riverfront improvements shall be of substantially the same quality as those that are utilized in the existing riverfront park between North Wells and North LaSalle Streets. All materials shall be subject to the reasonable review and approval of the Department of Public Works.
- D. **Warranty of Improvements.** All improvements shall be warranted for a period of one year following completion.
- E. **City Review and Approval.** Design and construction documents shall be submitted by the Applicant to the Department of Planning for review and circulation to all other City departments with jurisdiction over the project. The Department of Planning shall coordinate review and approval of the plans by such other City departments and obtain all necessary permits and approvals within a reasonable period following the submission of plans acceptable to the Department of Public Works and the Department of Planning. If completion of such improvements is delayed by any City department, such delay shall not affect the issuance of building or occupancy permits for the development proposed for the Property. Further, if commencement or completion of the improvements is delayed at the request of the City and such delay results in a significant increase in the costs of the proposed improvements, the Department of Planning agrees to negotiate in good faith modifications in the scope of work as might be necessary to avoid any undue financial burden on the Applicant as a result of such delay.
12. The Applicant and the City acknowledge that substantial public benefits may be derived from assuring that major downtown developments are designed and constructed in a manner which reflects a sensitivity to the existing developments on other properties in the vicinity. Accordingly, the Applicant agrees that the proposed development of the Property will be undertaken in a manner and utilizing materials of a quality that will compliment the existing buildings in the vicinity of the Property.

13. The Applicant agrees that it will make available to the property adjacent immediately to the east, through the Property, reasonable vehicular access from Lower Wacker Drive.
14. The Applicant agrees that, prior to the Part II submission to the Department of Planning, it will consult with the Department of Planning staff concerning the final design of the Lake Street arcade, including the location of street trees along Lake Street.
15. The Applicant agrees that it will provide at least six thousand (6,000) square feet of retail (including restaurant, financial institutions and similar public-oriented businesses) floor area on the ground floor of the development.
16. This Plan of Development and the development of the Property is and shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development" promulgated by the Commissioner of the Department of Development and Planning; provided that the same are published, in effect and generally available at the time of approval of this Business Planned Development.

[Boundary and Property Line Map, Existing Zoning Map and Generalized Land Use Plan printed on pages 3054 through 3056 of this Journal.]

Bulk Regulations Data attached to this Plan of Development reads as follows:

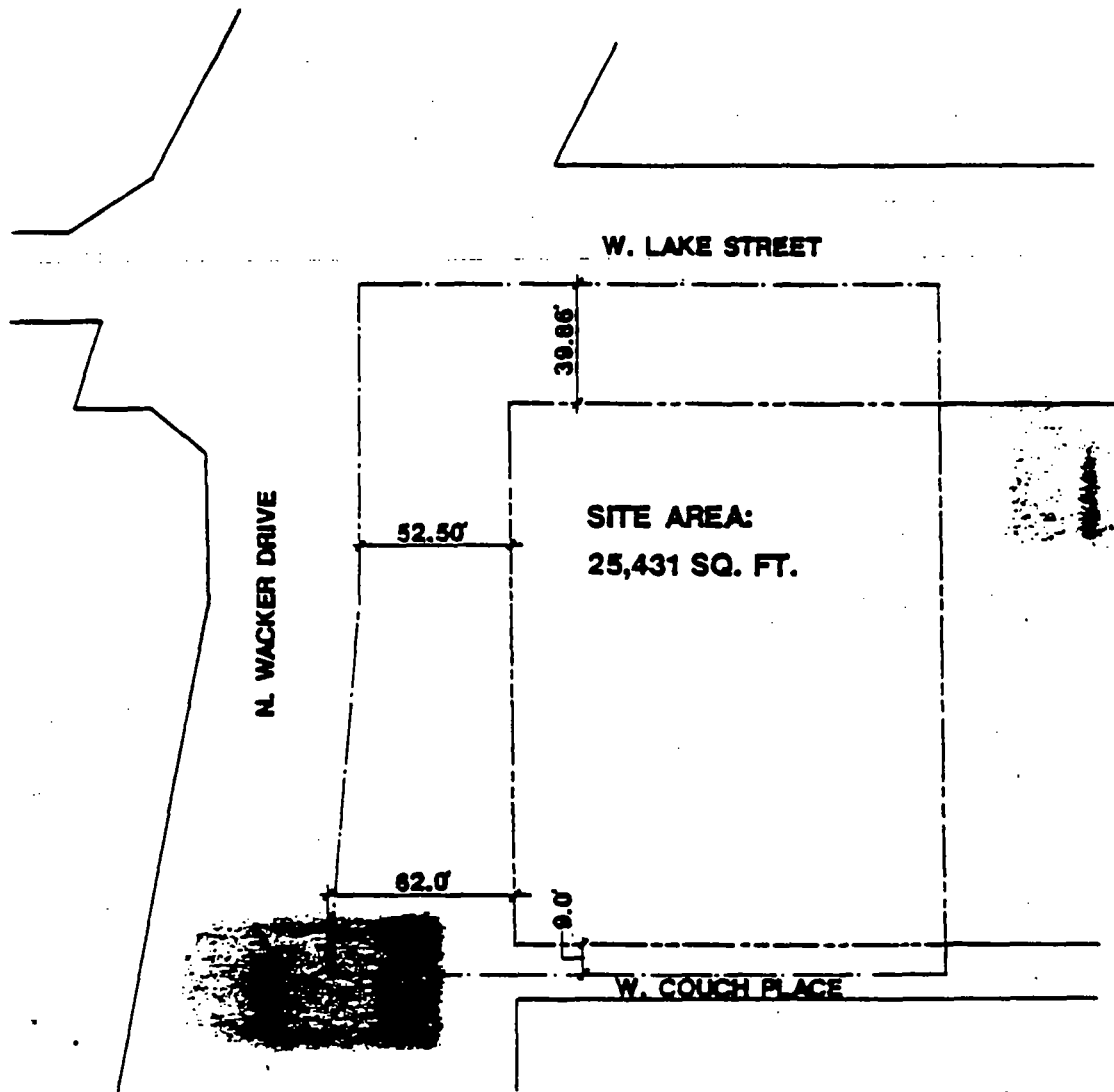
Planned Business Development

Bulk Regulations Data.

For that certain property located generally between North Wacker Drive, West Lake Street and West Couch Place in Chicago, Illinois:

Net Site Area:	25,431 square feet (.5838 acres)
Permitted Uses:	Office uses, retail uses and such uses as are currently permitted or special uses within the C3-7 Zoning District (including the operation of radio or television towers and/or earth station receiving dishes)

BOUNDARY AND PROPERTY LINE MAP



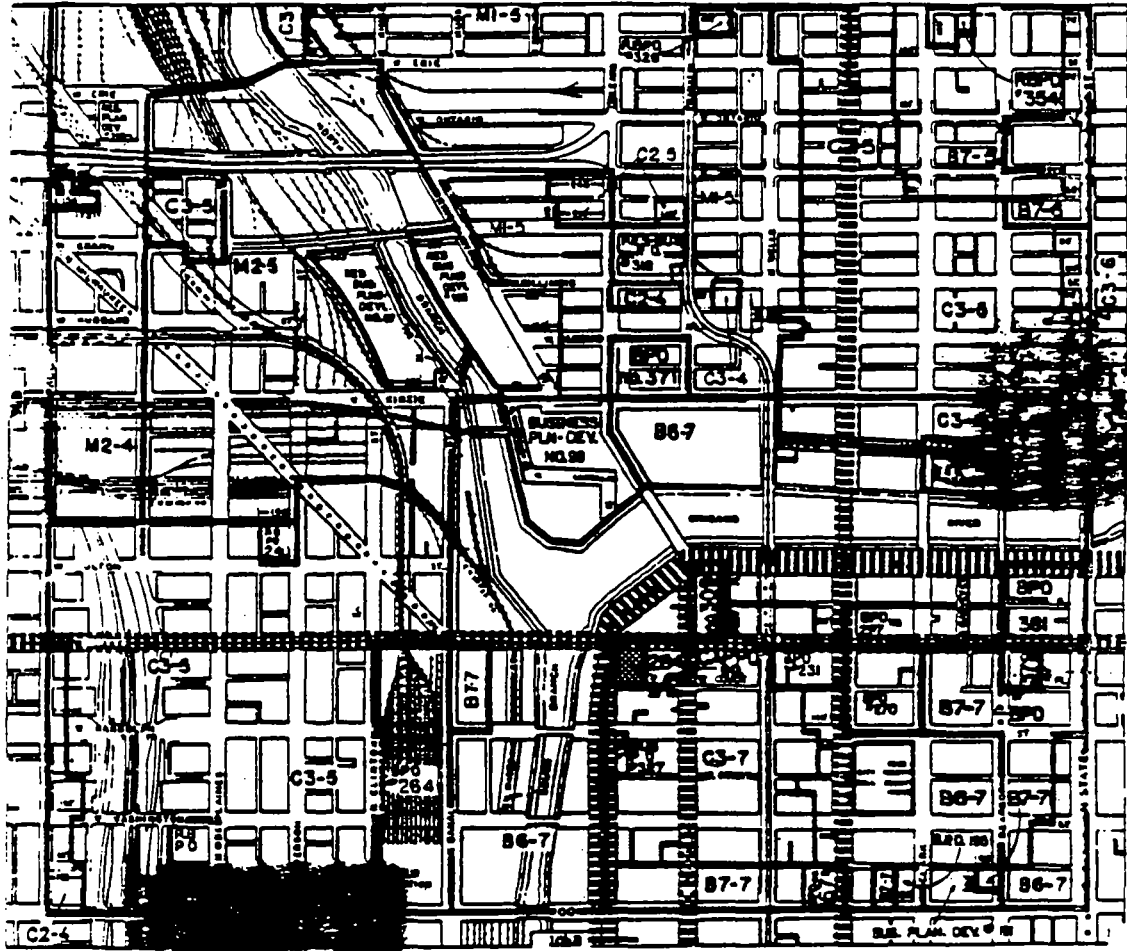
LEGEND

- PROPERTY LINE
- - - - - PLANNED DEVELOPMENT BOUNDARY




APPLICANT: 333 WEST LAKE STREET BUILDING ASSOCIATES
119 South Clinton Street, Chicago, Illinois 60606

DATE: October 24, 1988

EXISTING ZONING MAP



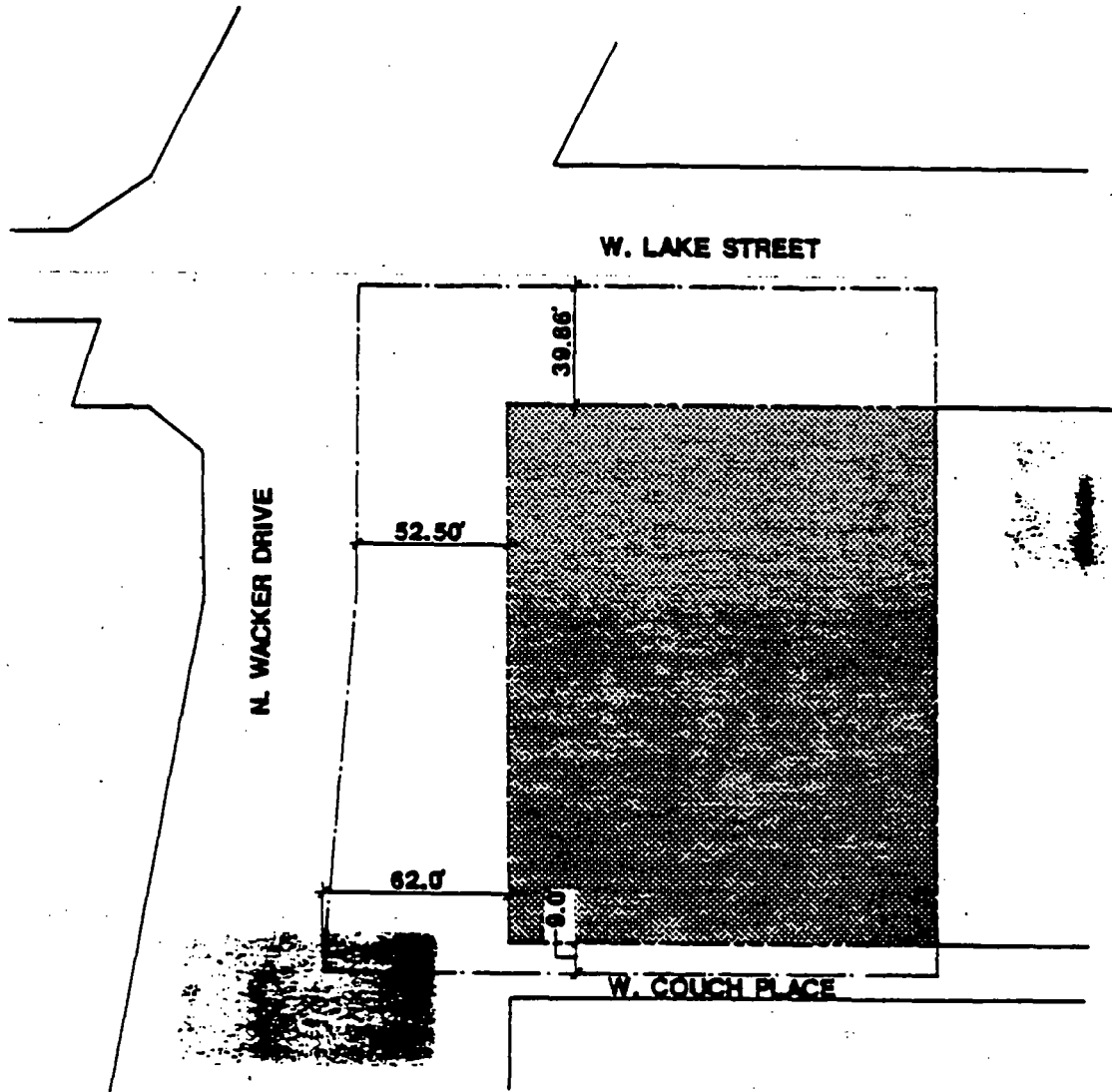
LEGEND

-  PREFERENTIAL STREETS
-  PLANNED DEVELOPMENT
-  ZONING BOUNDARIES



APPLICANT: 333 WEST LAKE STREET BUILDING ASSOCIATES
 118 South Clinton Street, Chicago, Illinois 60606
 DATE: October 24, 1988

GENERALIZED LAND USE PLAN



LEGEND

- PROPERTY LINE
- - - - - PLANNED DEVELOPMENT BOUNDARY
- ▨ BUSINESS, OFFICE, RETAIL USES AND OFF-STREET PARKING



APPLICANT: 333 WEST LAKE STREET BUILDING ASSOCIATES
 118 South Clinton Street, Chicago, Illinois 60606

DATE: October 24, 1988

(Continued from page 3053)

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

to those of a C3-5 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 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 M1-5 Restricted Manufacturing District symbols and indications as shown on Map No. 1-F in area bounded by

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

to those of a C3-6 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 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 M1-5 Restricted Manufacturing District symbols and indications as shown on Map No. 1-F in area bounded by

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

to those of a C3-5 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 3-E.

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 the City of Chicago, be and is hereby amended by supplementing all the B6-6 Restricted Central Business District symbols and indications as shown on Map No. 3-E to reflect the establishment of a Communications Planned Development for the erection of an earth station receiving antenna dish at the building located at 919 North Michigan Avenue, Chicago, Illinois.

SECTION 2. This Communications Planned Development is specifically for the erection of the earth station receiving antenna dish above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

Reclassification Of Area Shown On Map No. 3-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 3-G in area bounded by

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

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 3-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-1 General Retail District symbols and indications as shown on Map No. 3-K in the area bounded by

West North Avenue; a line 75 feet east of and parallel to North Keeler Avenue; the alley next south of and parallel to West North Avenue; a line 100 feet east of and parallel to North Keeler Avenue,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

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 the area 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; North Wayne Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 5-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-J in the area 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 those of an M1-1 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 6-G.

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

SECTION 1. That the Chicago Zoning Ordinance be further amended by changing the M1-2 General Manufacturing District symbols and indications as shown on Map No. 6-G in the area 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; to a line 572 (instead of 566) feet south of and parallel to the south line of South Archer 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 take effect and be in force upon its passage and publication.

Reclassification Of Area Shown On Map Nos. 7-F And 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District symbols and indications as shown on Map Nos. 7-F and 7-G in the area bounded by

West Wellington Avenue; North Halsted Street; West Oakdale Avenue; the alley next east of North Halsted Street; the alley next north of and parallel to West Diversey Parkway; North Burling Street; West Diversey Parkway; a line 200 feet west of the alley next west of and parallel to North Halsted Street; the alley next north of and parallel to West Diversey Parkway; a line 124 feet west of North Halsted Street; West Wolfram Street; and the alley next west of and parallel to North Halsted Street,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Nos. 7-F And 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District symbols and indications as shown on Map Nos. 7-F and 7-G in the area bounded by

West Belmont Avenue; a line 198 feet east of the alley next east of and parallel to North Halsted Street; the alley next south of and parallel to West Belmont Avenue; the alley next east of and parallel to North Halsted Street; West Briar Place; a line 168 feet east of North Halsted Street; a line 159.6 feet north of West Barry Avenue; a line 989 feet west of North Broadway; West Barry Avenue; the alley next north of North Clark Street; a line from a point 160.57 feet south of West Barry Avenue and 115 feet north of North Clark Street, to a point, 128 feet north of West Wellington Avenue and 132 feet north of North Clark Street; a line 120 feet west of the alley next west of and parallel to North Waterloo Court; West Wellington Avenue; the alley next north of North Clark Street; West Oakdale Avenue; a line 587.86 feet west of North Broadway; the alley next south of and parallel to West Oakdale Avenue; the alley next west of and parallel to North Broadway; a line 27 feet south of the alley next south of and parallel to West Oakdale Avenue; a line 483 feet west of North Broadway; West Surf Street; North Clark Street; North Orchard Street; a line 568.28 feet north of West Diversey Parkway; a line 100 feet east of North Burling Street; a line 668.28 feet north of West Diversey Parkway; a line from a point 668.28 feet north of West Diversey Parkway and 115.66 feet east of North Burling Avenue, to a point 768.28 feet north of West Diversey Parkway and 112 feet east of North Burling Street; a line from a point 768.28 feet north of West Diversey Parkway and 112 feet east of North Burling Street; to a point, 818.28 feet north of West Diversey Parkway and 122 feet east of North Burling Street; a line from a point 818 feet north of West Diversey Parkway and 122 feet east of North Burling Street, to a point, 369 feet east of North Halsted Street as measured along the south line of West Oakdale Avenue; West Oakdale Avenue; the alley next south of and parallel to North Clark Street; a line 244 feet east of North Halsted Street; West Wellington Avenue; North Clark Street; the alley next north of and parallel to West Wellington Avenue or the line thereof extended where no alley exists; North Halsted Street; North Clark Street; West Fletcher Street; the alley next east of and parallel to North Sheffield Avenue or the line thereof extended where no alley exists; West Belmont Avenue; North Clark Street; a line 80 feet south of West Belmont Avenue as measured along the west line of North Halsted Street; and North Halsted Street,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 7-G in the area bounded by

West Oakdale Avenue; the easterly right-of-way line of the Chicago Transit Authority; the alley next north of and parallel to West Diversey Parkway; the alley next west of and parallel to North Mildred Avenue; West Diversey Parkway; North Sheffield Avenue; a line 75 feet south of West Wolfram Street; the alley next west of and parallel to North Sheffield Avenue; West Wolfram Street; North Sheffield Avenue; West George Street; the alley next west of and parallel to North Sheffield Avenue; a line 93 feet north of West George Street; and North Sheffield Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-G in area 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,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing and R3 General Residence District symbols and indications as shown on Map No. 7-G in area bounded by

the alley next north of and parallel to West Wolfram Street; a line 361.31 feet east of and parallel to North Southport Avenue; West Wolfram Street; a line 236.20 feet east of and parallel to North Southport 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 Nos. 7-G And 9-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map Nos. 7-G and 9-G in the area bounded by

West Grace Street; a line 60 feet east of North Racine Avenue; a line 89 feet south of West Grace Street; the alley next north of North Clark Street; the alley next south of and parallel to West Grace Street; the alley next west of and parallel to North Clifton Avenue; the alley next north of and parallel to North Clark Street; the alley next north of and parallel to West Waveland Avenue; North Clifton Avenue; West Waveland Avenue; North Clark Street; West Addison Street; the alley next west of and parallel to North Sheffield Avenue; the alley next south of and parallel to West Addison Street; the alley next west of and parallel to North Sheffield Avenue; the alley next north of North Clark Street; the alley next north of and parallel to West Newport Avenue; North Sheffield Avenue; a line 125 feet north of West Newport Avenue; the easterly right-of-way line of the Chicago Transit Authority; the alley next north of and parallel to North Clark Street; West Roscoe Street; the easterly right-of-way line of the Chicago Transit Authority; the alley next south of and parallel to West Aldine Avenue; North Wilton Avenue; the alley next of and parallel to West Belmont Avenue; the easterly right-of-way line of the Chicago Transit Authority; West Fletcher Street; the westerly right-of-way line of the Chicago Transit Authority; West Barry Avenue; North Sheffield Avenue; a line 72 feet north of West Barry Avenue; the alley next west of and parallel to North Sheffield Avenue; West Newport Avenue; the alley next south of and parallel to North Clark Street; the alley next south of and parallel to West Addison Street; the westerly right-of-way line of the M. St. P. & P. Railroad; West Addison Street; the alley next east of North Racine Avenue; the alley next south of and parallel to North Clark Street; the alley next south of and parallel to West Waveland Avenue; a line 200 feet east of North Racine Avenue; West Waveland Avenue; the alley next south of North Clark Street; the alley next north of and parallel to West Waveland Avenue; North Racine Avenue; a line 532.65 feet north of West Waveland Avenue; the alley next west of and parallel to North Racine Avenue; and the alley next south of and parallel to North Clark Street,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 7-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 7-H in area bounded by

a line 314.2 feet north of and parallel to West Wrightwood Avenue; North Ashland Avenue; a line 289.2 feet north of and parallel to West Wrightwood Avenue; and the alley next west of North Ashland 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. 7-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B1-2 Local Retail District symbols and indications as shown on Map No. 7-J in area 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,

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. 8-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing the R3 General Residence District symbols and indications as shown on Map No. 8-E in the areas bounded by

- a. a line 575.29 feet north of and parallel to East 35th Street; the alley next west of South Prairie Avenue; a line 682.47 feet south of and parallel to East 33rd Street; South Prairie Avenue; and

Legally described as:

Lot 30 in Edwin C. Larned's Subdivision of part of the southeast quarter of the northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

Commonly known as: 3400 South Prairie Avenue
Permanent Tax No.: 17-34-120-065-0000.

- b. a line 581.60 feet north of and parallel to East 35th Street; the alley next east of South Prairie Avenue; a line 467.37 feet south of and parallel to East 33rd Street; South Indiana Avenue; and

Legally described as:

Lot 4 in Dyer and Davisson's Subdivision of the southeast quarter of the northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

Commonly known as: 3347 -- 3349 South Indiana Avenue
Permanent Tax No.: 17-34-120-093-0000.

- c. a line 695.60 feet north of and parallel to East 35th Street; the alley next east of South Indiana Avenue; a line 563.37 feet south of and parallel to East 33rd Street; South Indiana Avenue; and

Legally described as:

Lot 42 in Edwin C. Larned's Subdivision of Lots 5 and 6 in Block 1 in Dyer and Davisson's Subdivision of the southeast quarter of the northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

Commonly known as: 3357 South Indiana Avenue
Permanent Tax No.: 17-34-120-018-0000.

- d. a line 671.60 feet north of and parallel to East 35th Street; the alley next east of South Indiana Avenue; a line 587.37 feet south of and parallel to East 33rd Street; South Indiana Avenue; and

Legally described as:

Lot 41 in Edwin C. Larned's Subdivision of Lots 5 and 6 in Block 1 in Dyer and Davisson's Subdivision of the southeast quarter of the northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

Commonly known as: 3359 South Indiana Avenue
Permanent Tax No.: 17-34-120-019-0000.

- e. a line 575.60 feet north of and parallel to East 35th Street; the alley next east of South Prairie Avenue; a line 714.83 feet south of and parallel to East 33rd Street; South Indiana Avenue; and

Legally described as:

Lot 37 in Edwin C. Larned's Subdivision of Lots 5 and 6 in Block 1 in Dyer and Davisson's Subdivision of the southeast quarter of the northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

Commonly known as: 3403 South Indiana Avenue
Permanent Tax No.: 17-34-120-023-0000.

- f. a line 551.60 feet north of and parallel to East 35th Street; the alley next east of South Prairie Avenue; a line 698.66 feet south of and parallel to East 33rd Street; South Indiana Avenue; and

Legally described as:

Lot 36 in Edwin C. Larned's Subdivision of Lots 5 and 6 in Block 1 in Dyer and Davisson's Subdivision of the southeast quarter of the northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

Commonly known as: 3405 South Indiana Avenue
Permanent Tax No.: 17-34-120-024-0000,

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. 8-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing the R3 General Residence District symbols and indications as shown on Map No. 8-F in the area bounded by

a line 223.97 feet south of and parallel to West 31st Street to the center line of South Lowe Avenue; to a line 248.97 feet south of and parallel to West 31st Street; to the center line of the first alley east of and parallel to South Lowe Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. That this ordinance shall be in full force and effect from and after its date of passage and due publication.

Reclassification Of Area Shown On Map No. 9-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 of the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 9-G in the area bounded by

the line of West Roscoe Street; thence a line starting 52.44 feet west of the line of North Racine Avenue 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 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 bound 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 bound 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,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 11-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 11-M in area bounded by

a line 460.16 feet north of and parallel to West Berteau Avenue; a line 299.50 feet east of and parallel to North Mobile Avenue; a line 380.16 feet north of and parallel to West Berteau Avenue; North Mobile 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. 12-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 Planned Development indications as shown on Map No. 12-D in the area bounded by

East 47th Street; a line 490.42 feet south of East 47th Street along the westerly line of South Lake Park Avenue; South Dorchester Avenue; East 47th Place; the east line of the alley next east of and parallel to South Kenwood Avenue; a line 422.25 feet south of East 47th Street; South Kenwood Avenue; East 48th Street; a line 132.37 feet west of South Kenwood Avenue; a line 332.36 feet north of East 48th Street; South Kimbark Avenue; a line 245.5 feet south of East 47th Street; South Woodlawn Avenue; a line 49 feet south of East 47th Street; a line 118 feet west of South Woodlawn Avenue; a line 180.52 feet south of East 47th Street; a line 291.71 feet west of South Woodlawn Avenue; a line 204.92 feet south of East 47th Street; a line 423.71 feet west of South Woodlawn Avenue; a line 109.67 feet south of East 47th Street; a line 106.7 feet east of South Greenwood Avenue; a line 54.67 feet south of East 47th Street; South Greenwood Avenue; the alley next south of and parallel to East 47th Street; and South Ellis Avenue,

to the designation of a Residential-Business Planned Development No. 62, 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 Development herewith attached and made a part hereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

Plan Of Development

*Residential-Business Planned Development No. 62,
As Amended*

Statements.

1. The area delineated hereon as "Residential-Business Planned Development" is owned or controlled by the Department of Urban Renewal of the City of Chicago and designated as Hyde Park-Kenwood Urban Renewal Disposition Parcels LR-1, LR-2, LR-3, LR-4, LR-5, and part of HR-1B.
2. Off-street parking facilities shall be provided in compliance with this Plan of Development, as authorized by the R4 General Residential District classification of the Chicago Zoning Ordinance for sub-areas "A", "B", and "D" and as determined by the Department of Planning for sub-area "C".
3. Any dedication or vacation of streets or resubdivision of parcels shall require a separate submittal on behalf of the applicant or its successors, assignees, or grantees.
4. All applicable official reviews, approvals, or permits are required to be obtained by the applicant or its successors, assignees, or grantees.
5. Fire lanes 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.

Service drives or any other ingress or egress lanes not heretofore proposed to be dedicated shall be adequately designed and paved in accordance with the regulations of the Bureau of Traffic Engineering and Operations and in compliance with the Municipal Code of the City of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles.

6. Use of land will consist of townhouses, two and three story walk-up apartment structures, elevator apartments, private recreation areas, and commercial recreational (Tennis and Racquet Ball Club).
7. The following information sets forth data concerning the property included in said Planned Development and data concerning a generalized land use plan (site plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance as related to an R4 General Residence District and with the regulations hereby made applicable thereto.
8. Business and business identification signs may be permitted within the area delineated hereon as a Residential-Business Planned Development, subject to the review and approval of the Commissioner of the Department of Planning.
9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments".
10. The proposed development, Kennicott Place, is to be built along the northern boundary of the Kenwood Historic District. The emphasis of the design of Kennicott Place has been sensitive integration of the new structures into the existing architectural fabric of the neighborhood. This will be accomplished through generous setbacks; compatible materials -- a mixture of masonry and wood-frame structures; porches; pitched roofs; and expansive landscaping.

[Property Line Map and Right-of-Way Adjustments, Existing Zone
and Preferential Street System, Existing Land Use Area
Map and Generalized Land Use Plan printed
on pages 3076 through 3079 of
this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Residential-Business Planned Development No. 62,
As Amended*

Planned Development

Use And Bulk Regulations And Data.

Sub-Area	Net Site Area	Area	General Description Of Land Uses	Number Of Dwelling Units	Maximum Floor Area Ratio	Maximum Coverage Percent
	Sq. Ft.	Acres				
A	38,947.75	0.89	Townhouses, 2 and 3 story walk-up apartments and private recreational areas.	15	1.2	35
B	165,694.0	3.80		122	1.2	35
C	259,707.37	5.96	Commercial/Recreational tennis and racquet-ball club and townhouses with off-street parking.	25	1.2	42.5
D	104,843.00	2.40	3 story walk-up apartment structures, elevator apartments and private recreation areas.	218	1.8	15
TOTAL:	569,192.52	13.07		380	1.4	35

Gross Site Area 17.67 (Acres) = Net Site Area 13.07 (Acres) + Area Of Public Street 4.60 (Acres)

Maximum Number of Dwelling Units Per Acre of Total Net Site Area = 29

Maximum Permitted F.A.R. for Total Net Site Area: 1.4

Minimum Number of Parking Spaces Required: One space per D.U. in areas A and B; as determined by the Department of Planning in subarea C and 80% of number of dwelling units and also in subarea D.

Maximum Percentage of Land Coverage For Total Net Site Area: 35%

Minimum Periphery Setbacks: Boundary and front yard -- 9 feet minimum
distance between boundary and side yard -- 3 feet
structures -- 6 feet.

Setback and yard requirements may be adjusted where required to permit conformance to the architectural arrangement of said development, subject to the approval of the Department of Planning.

Reclassification Of Area Shown On Map No. 12-N.

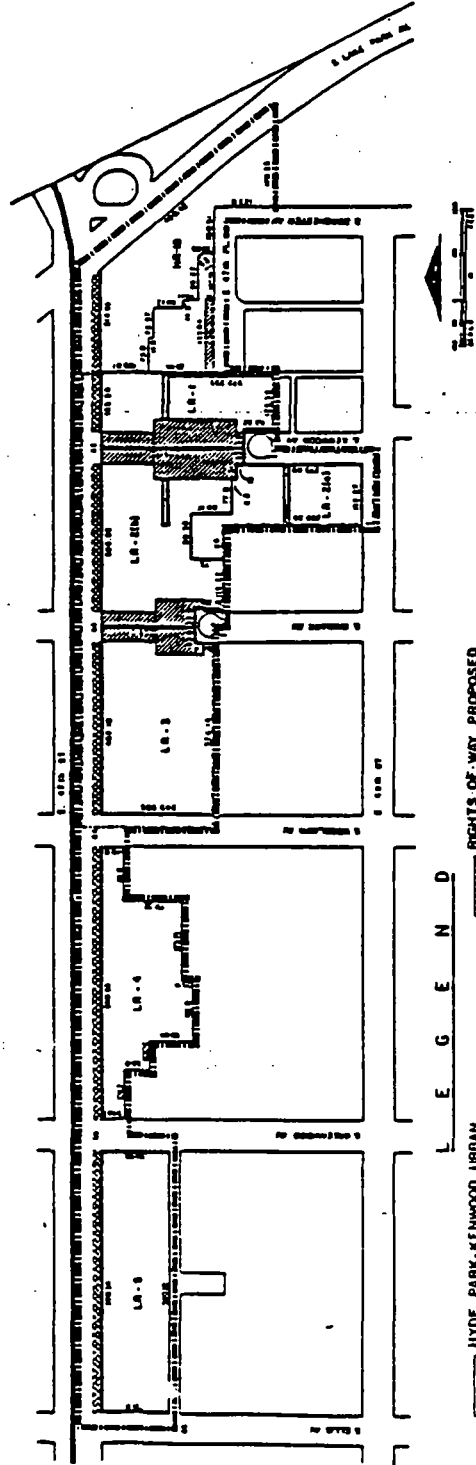
Be It Ordained by the City Council of the City of Chicago:







SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 12-N in area bounded by

a line 327 feet south of and parallel to West 53rd Street; the alley next east of South Nordica Avenue; a line 417 feet south of and parallel to West 53rd Street; South Nordica Avenue,

(Continued on page 3080)

RESIDENTIAL PLANNED DEVELOPMENT NO. 62, AS AMENDED
PROPERTY LINE MAP AND RIGHTS OF WAY ADJUSTMENTS

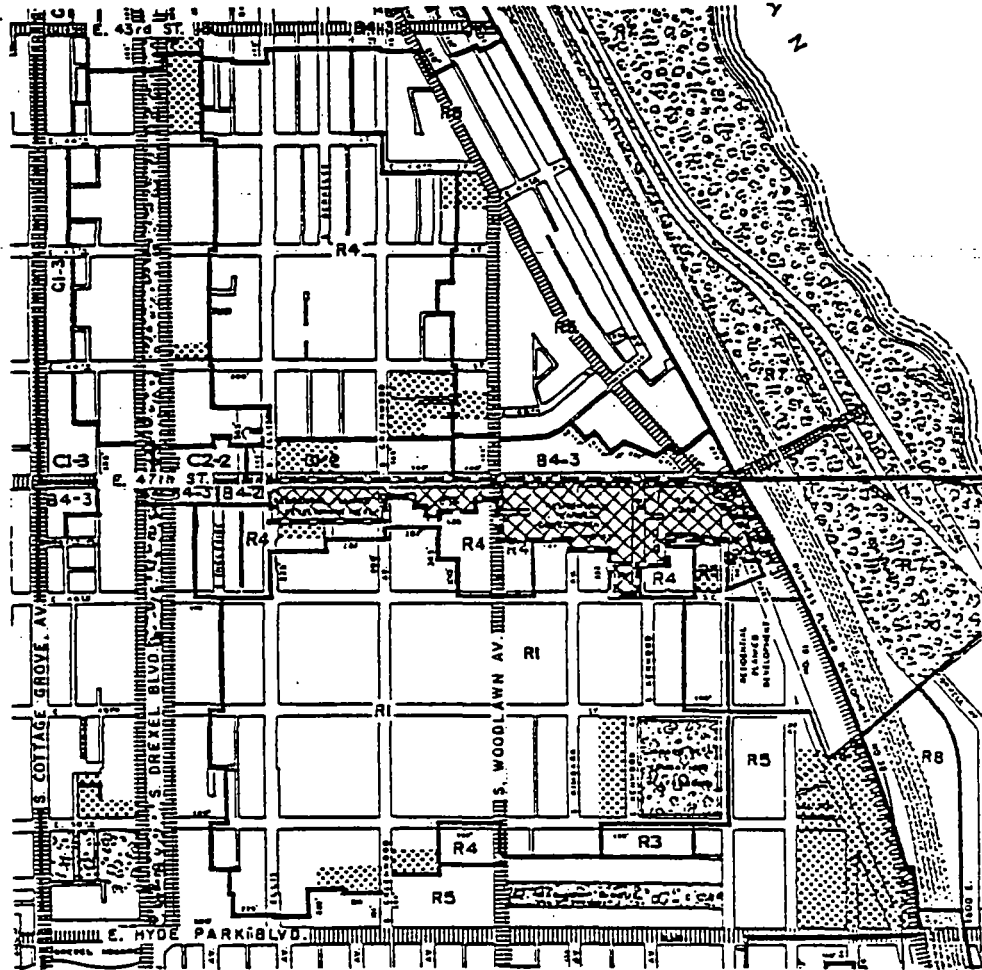


- L E G E N D
-  HYDE PARK-KENWOOD URBAN RENEWAL PROJECT BOUNDARY
 -  PLANNED DEVELOPMENT BOUNDARY
 -  RIGHTS OF WAY PROPOSED TO BE VACATED
 -  RIGHTS OF WAY PROPOSED TO BE DEDICATED
 -  ALLEYS VACATED BY ORDINANCE APPROVED BY CITY COUNCIL
 -  DISPOSITION PARCEL
- RIGHTS OF WAY PROPOSED TO BE DEDICATED
 ALLEYS VACATED BY ORDINANCE APPROVED BY CITY COUNCIL
 DISPOSITION PARCEL
- PLANNED DEVELOPMENT NO. 62, AS AMENDED
 APPROVED BY CITY COUNCIL 7-11-68






APPLICANT: DEPARTMENT OF URBAN RENEWAL
CITY OF CHICAGO

DATE: May 10, 1989

RESIDENTIAL PLANNED DEVELOPMENT NO. 62 AS AMENDED
EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND








-  PROPOSED RESIDENTIAL PLANNED DEVELOPMENT
-  ZONING DISTRICT BOUNDARIES
-  PREFERENTIAL STREETS
-  PARKS AND PLAYGROUNDS
-  PUBLIC AND QUASI - PUBLIC FACILITIES



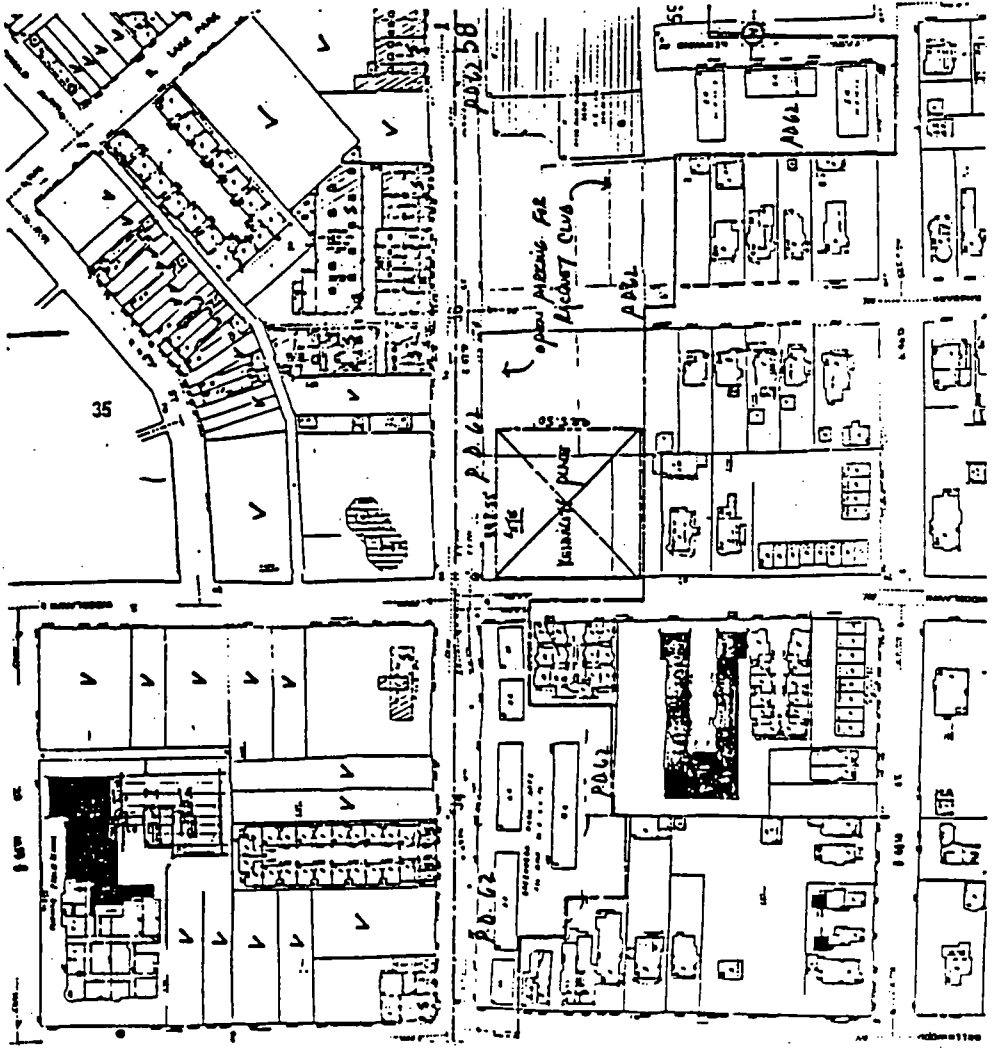
APPLICANT: DEPARTMENT OF URBAN RENEWAL - CITY OF CHICAGO
DATE: May 10, 1989

EXISTING LAND USE AREA MAP

LEGEND

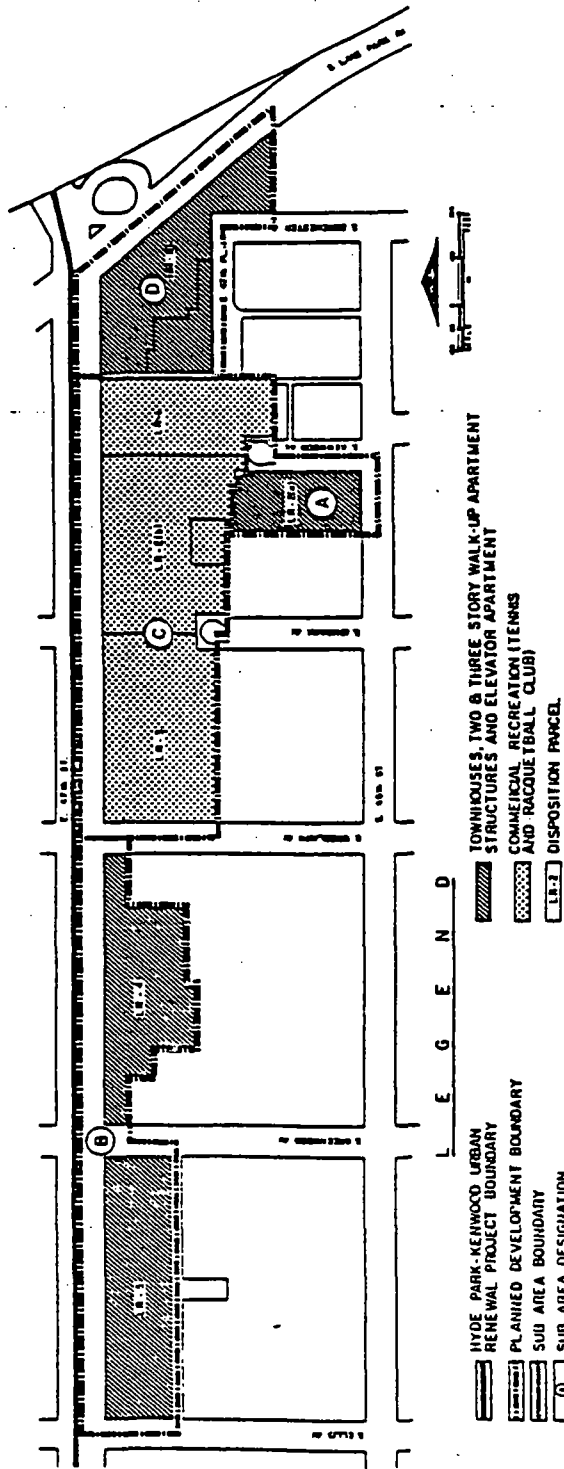
-  RESIDENTIAL
-  HIGH RISE RESIDENTIAL CLUB
-  INSTITUTIONAL
-  COMMERCIAL
-  VACANT LAND
-  BOUNDARY OF P.D. 62
-  BOUNDARY OF KENNEDY PARK

0 300' 400'
SCALE



PROJECT: KENNEDY PARK
5/3/89

RESIDENTIAL PLANNED DEVELOPMENT NO. 62, AS AMENDED
GENERALIZED LAND USE PLAN



APPLICANT: DEPARTMENT OF URBAN RENEWAL
CITY OF CHICAGO
DATE: May 10, 1989

(Continued from page 3075)

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. 16-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 Institutional Planned Development No. 178 symbols and indications as shown on Map No. 16-E in the area bounded by

East 69th Street; South Cottage Grove Avenue; a line 150.11 feet south of East 69th Place; the alley next west of South Cottage Grove Avenue; the alley next south of East 69th Street; a line 316.04 feet west of South Cottage Grove Avenue,

to those of an Institutional Planned Development No. 178, as amended, 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.

Plan of Development attached to this ordinance reads as follows:

*Institutional Planned Development No. 178,
As Amended*

Plan Of Development

Statements.

1. The area delineated herein as "Institutional Planned Development" is owned or controlled by the Department of Urban Renewal of the City of Chicago.

2. Off-street parking and loading will be provided in compliance with this Plan of Development as authorized by the Chicago Zoning Ordinance.
3. Any dedication or vacation of streets and alleys or adjustments of right-of-way or consolidation of re-subdivision of parcels shall require a separate submittal on behalf of the Department of Urban Renewal or its successors and approval by the City Council.
4. All applicable official reviews, approvals or permits are required to be obtained by the Department of Urban Renewal or its successors for all land conveyed or controlled pursuant to the East 69th Street-South Chicago Redevelopment Plan, as amended.
5. Service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas.
6. Use of land will consist of the church; related meeting rooms; administrative offices; classrooms; church off-street parking; residential (57-unit elderly and disabled apartments); residential off-street parking.
7. The following information sets forth data concerning the property included in said Planned Development and data concerning a generalized land use plan (site plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance as related to an R5 General Residence District.
8. Identification and other signs may be permitted, subject to the review of and approval by the Department of Planning and the Department of Inspectional Services.
9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of the Department of Planning.
10. Subarea will be developed in two phases: Phase I will be the construction of approximately 18,000 square feet, which will be used for the church, related meeting rooms, administrative offices, classrooms, plus the development of 48 off-street parking spaces; Phase II will consist of the development of approximately 4,000 square feet of additional classroom and related church uses to be constructed as an annex to the structure built in Phase I. Landscaping of the area to be developed in Phase II will be provided during the interim period.

[Property Line Map and Right-of-Way Adjustment and Generalized Land
Use Plan printed on pages 3085 through
3086 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Institutional Planned Development No. 178,
As Amended*

Planned Development Use And Bulk

Regulations And Data.

Sub- Area	Net Site Area		General Description Of Land Use	Number Of Dwelling Units	Maximum Floor Area Ratio	Maximum Percent Of Land Covered
	Sq. Ft.	Acres				
A	79,775.7	1.83	Institutional and related uses -- church, meeting rooms, office, classrooms and off-street parking.	0	0.5	45%
B	21,287.5	0.49	Residential and related uses -- 57 apartments (elderly and disabled), community room, and off-street parking.	57	2.3	30%
TOTAL:		101,063.2	2.32			

Gross Site Area = Net Area + Area of Public Streets and Alleys

3.29 2.32 0.97

Maximum Permitted for Floor Area Ratio for Total Net Site Area:

Subarea "A"	0.5
Subarea "B"	2.3

Maximum Number of Dwelling Units Per Acre:

Subarea "A"	0
Subarea "B"	57

Minimum Number of Off-Street Parking Spaces:

Subarea "A"	48
Subarea "B"	14

Minimum Number of Off-Street Loading Spaces:

Loading requirements for the proposed site shall be provided as required by an R3 General Residence District of the Chicago Zoning Ordinance.

Minimum Setbacks:

Subarea "A"	East 15 feet	North 20 feet
	West 16 feet 9 inches	South 216 feet
Subarea "B"	East 3 feet	North 25 feet
	West 45 feet	South 18 feet

Maximum Percent of Land Covered:

Subarea "A"	45%
Subarea "B"	30%

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 Development and Planning.

Reclassification Of Area Shown On Map No. 24-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 R1 Single-Family Residence District symbols and indications as shown on Map No. 24-H in area bounded by

a line 344.73 feet south of and parallel to West 95th Street; the C.R.I. & P. Railroad right-of-way also known as South Wood Street; a line 438.02 feet south of and parallel to West 95th Street; a line 180.48 feet west of and parallel to the C.R.I. & P. Railroad right-of-way also known as South Wood Street,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

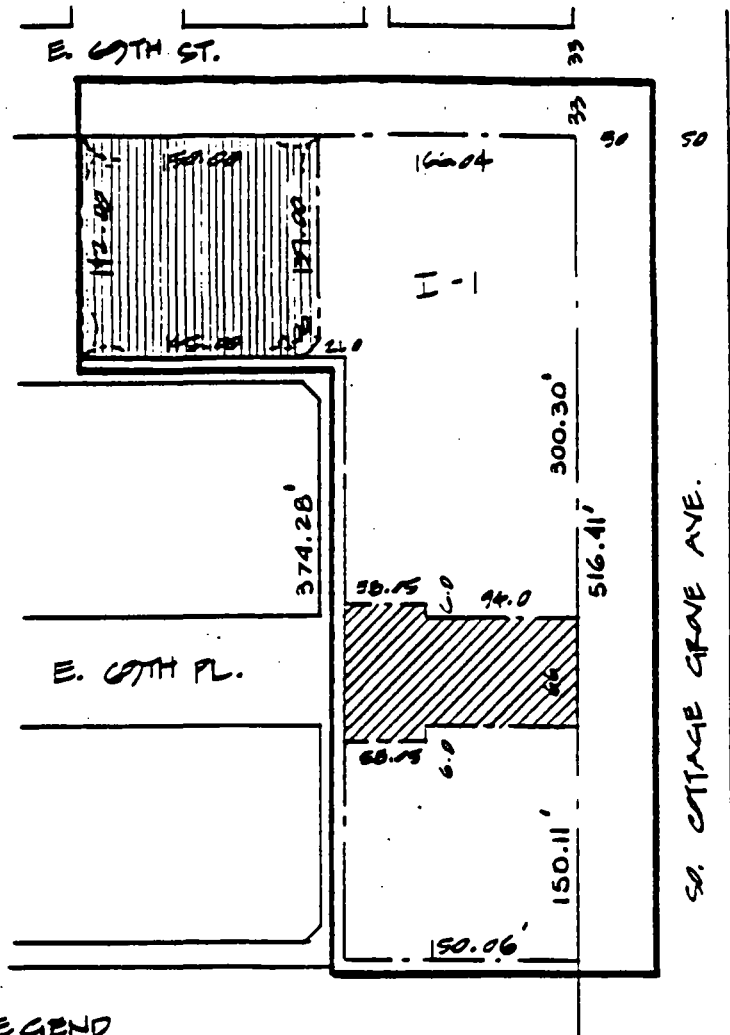
SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 26-E.

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

(Continued on page 3087)

INSTITUTIONAL PLANNED DEVELOPMENT NO. 17B AS AMENDED
PROPERTY LINE MAP & RIGHT-OF-WAY ADJUSTMENT



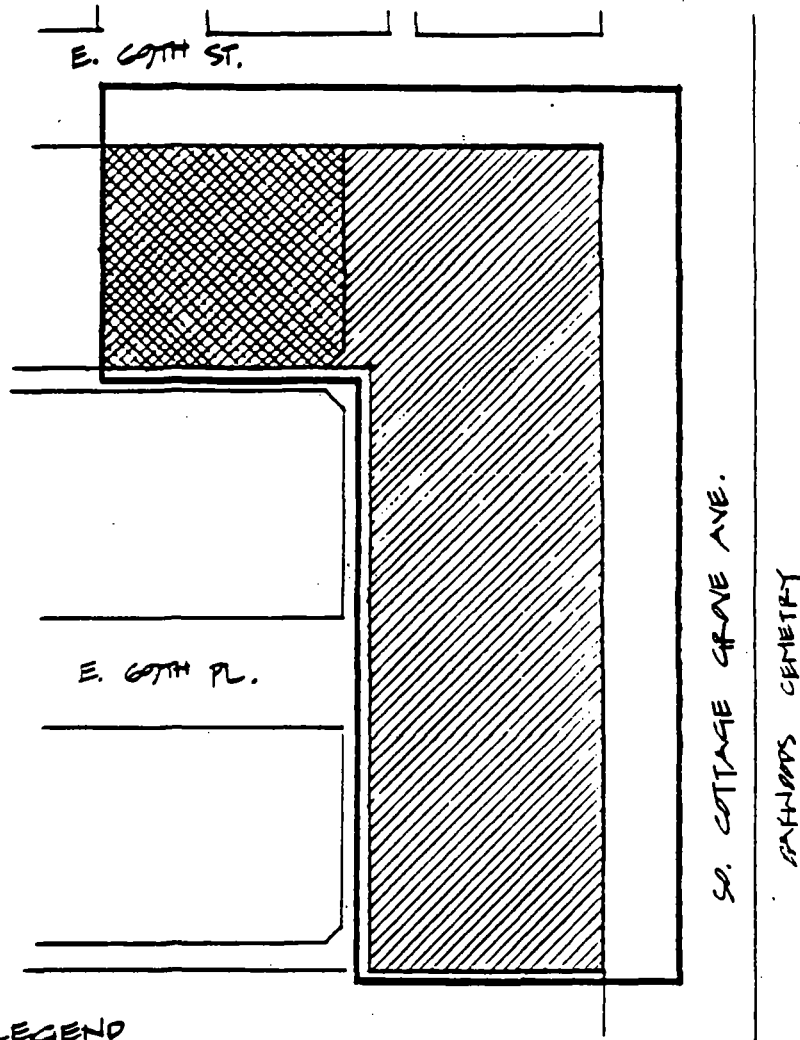
LEGEND

- PLANNED DEVELOPMENT BOUNDARY
- - - 69TH-SOUTH CHICAGO DISPOSITION PARCEL
- ▤ RESIDENTIAL PROPERTY
- ▨ TO BE VACATED



APPLICANT: DEPARTMENT OF URBAN RENEWAL - CITY OF CHICAGO
 DATE: May 1989

INSTITUTIONAL PLANNED DEVELOPMENT NO. 178 AS AMENDED
GENERALIZED LAND USE PLAN



LEGEND



RESIDENTIAL AND RELATED USES



CHURCH - SCHOOL, OFF STREET PARKING
AND RELATED USES



SCALE: 1" = 100'

APPLICANT: DEPARTMENT OF URBAN RENOVATION - CITY OF CHICAGO

(Continued from page 3084)

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. 26-E in the area bounded by

a line 70 feet north of East 110th Street; the alley next west of and parallel to South Edbrooke Avenue; a line 33.1 feet north of East 110th Street; and South Michigan Avenue,

to those of a B5-2 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. 26-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 R4 General Residence District symbols and indications as shown on Map No. 26-E in the area bounded by

a line 70 feet north of East 110th Place; the alley next west of and parallel to South Edbrooke Avenue; a line 33.1 feet north of East 110th Place; and South Michigan Avenue,

to those of a B5-2 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.

**JOINT COMMITTEE.
COMMITTEE ON BUILDINGS.
COMMITTEE ON ZONING.**

**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, June 28, 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 June 26, 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 B. 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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

Alderman Caldwell 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):

6048 South Archer Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to James D. Ahern Signs & Company, 3257 South Harding Avenue, Chicago, Illinois 60623, for the erection of four signs on one pole at 6048 South Archer Avenue, Shell Oil:

- Dimensions:
1. length, 8 feet 0 inches; height, 8 feet 0 inches
Height Above Grade/Roof to Top of Sign: 36 feet 0 inches
Total Square Foot Area: 64 square feet;
 2. length, 8 feet 0 inches; height, 8 feet 0 inches
Height Above Grade/Roof to Top of Sign: 26 feet 0 inches
Total Square Foot Area: 64 square feet;
 3. length, 8 feet 0 inches; height, 4 feet 0 inches
Height Above Grade/Roof to Top of Sign: 20 feet 0 inches
Total Square Foot Area: 32 square feet; and
 4. length, 8 feet 0 inches; height, 2 feet 0 inches
Height Above Grade/Roof to Top of Sign: 14 feet 0 inches
Total Square Foot Area: 16 square feet.

Such signs 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.

1144 North Ashland Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1144 North Ashland Avenue, Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 65 feet
Total Square Foot Area: 1,344 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.

4443 South Ashland Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4443 South Ashland Avenue, Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 65 feet
Total Square Foot Area: 1,344.89 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.

3531 North Broadway.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Doyle Signs, Incorporated, 232 Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3531 North Broadway, Jewel/Osco Drug:

Dimensions: length, 12 feet, 8 inches; height, 10 feet, 0 inches
Height Above Grade/Roof to Top of Sign: 25 feet 3 inches
Total Square Foot Area: 128 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.

2912 West Cermak Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2912 West Cermak Road, Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 1,344 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.

3639 West Division Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3639 West Division Street, Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 60 feet
Total Square Foot Area: 1,344 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.

647 West Grand Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Triangle Sign Company, 2724 South Wentworth Avenue, Chicago, Illinois 60616, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 647 West Grand Avenue, various copy:

Dimensions: length, 60 feet; height, 20 feet
Height Above Grade/Roof to Top of Sign: 75 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.

5311 South Harlem Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to All-Sign Corporation, 5501 West 109th Street, Oaklawn, Illinois 60453, for the erection of a signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5311 South Harlem Avenue, Chicago, Illinois, Woman's Health Care:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 55 feet
Total Square Foot Area: 672 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.

2200 South Kedzie Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2200 South Kedzie Avenue, Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 65 feet
Total Square Foot Area: 1,344 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.

2750 South Kedzie Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2750 South Kedzie Avenue, Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 1,344 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.

3300 North Kimball Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to James D. Ahern Signs & Company, 3257 South Harding Avenue, Chicago, Illinois 60623, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3300 North Kimball Avenue, Phillips Oil:

Dimensions: length, 12 feet 0 inches; height, 12 feet 0 inches
Height Above Grade/Roof to Top of Sign: 82 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.

770 North LaSalle Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Grate Sign Company, 4044 West McDonough Street, Joliet, Illinois 60436, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 770 North LaSalle Street, Re/Max Realtors:

Dimensions: length, 13 feet 10 inches; height, 2 feet 6 inches

Height Above Grade/Roof to Top of Sign: 80 feet

Total Square Foot Area: 42 per unit -- two (2) units to be erected, one on north elevation (Chicago Avenue) and one on east elevation (LaSalle Street).

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.

900 North Michigan Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Hyre Electrical, 2320 West Ogden Avenue, Chicago, Illinois 60608, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 900 North Michigan Avenue, JMB/Urban Investment Development Company:

Dimensions: length, 8 feet 2 inches; height, 17 feet 2 inches

Height Above Grade/Roof to Top of Sign: 37 feet 10 inches

Total Square Foot Area: 140 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.

1500 West North Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Art's Signs, Incorporated, 1021 West End Avenue, Chicago Heights, Illinois 60411, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1500 West North Avenue, Block Buster Video:

Dimensions: length, 48 feet 9 inches; height, 4 feet 6 inches
Height Above Grade/Roof to Top of Sign: 23 feet
Total Square Foot Area: 219 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.

1500 West North Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Art's Signs, Incorporated, 1021 West End Avenue, Chicago Heights, Illinois 60411, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1500 West North Avenue, Block Buster Video:

Dimensions: length, 24 feet; height, 12 feet 3 inches
Height Above Grade/Roof to Top of Sign: 50 feet 2 inches
Total Square Foot Area: 294 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.

1500 West North Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Art's Signs, Incorporated, 1021 West End Avenue, Chicago Heights, Illinois 60411, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1500 West North Avenue, Block Buster Video:

Dimensions: length, 24 feet; height, 5 feet 6 inches
Height Above Grade/Roof to Top of Sign: 33 feet 6 inches
Total Square Foot Area: 132 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.

Portion Of South Pulaski Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to All-Sign Corporation, 5501 West 109th Street, Oaklawn, Illinois 60453, for the erection of a signboard over 24 feet in height and/or over 100 square feet (in area of one face) at east side of South Pulaski Road, 100 feet south of 51st Street, located on The Belt Railway Company of Chicago, south of tracks, The Belt Railway Company of Chicago:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 65 feet
Total Square Foot Area: 672 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.

3122 West Touhy Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Sure Light Sign, 1810 North 32nd Avenue, Stone Park, Illinois 60165, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3122 West Touhy Avenue, McDonald's Restaurant:

Dimensions: length, 14 feet 2 inches; height, 14 inches
Height Above Grade/Roof to Top of Sign: 48 feet 0 inches
Total Square Foot Area: 100 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.

3111 West 26th Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3111 West 26th Street, Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 65 feet
Total Square Foot Area: 672 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.

3246 West 26th Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3246 West 26th Street, Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 1,344 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.

3310 West 26th Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3310 West 26th Street, Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet; height, 12 feet
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 1,344 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.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The Fiftieth Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

***Referred* -- ESTABLISHMENT OF LOADING ZONES
AT SUNDRY LOCATIONS.**

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
STREETER (17th Ward)	South Halsted Street, at 7138 -- at all times -- no exceptions;
SOLIZ (25th Ward)	West 18th Street, at 2034 (approximately 25 feet) -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday;
BUTLER (27th Ward)	West Fulton Street, from 1610 to 1640 -- at all times -- daily;

Alderman	Location, Distance And Time
<i>NATARUS</i> (42nd Ward)	<p>North Clark Street, at 1117 -- at all times -- no exceptions;</p> <p>East Ontario Street, at 158 -- at all times -- no exceptions (for valet parking);</p>
<i>EISENDRATH</i> (43rd Ward)	<p>North Clybourn Avenue, at 1800 -- 6:00 P.M. to 12:00 Midnight -- no exceptions;</p> <p>North Halsted Street, at 1729 -- 6:00 P.M. to 12:00 Midnight -- no exceptions (for valet parking);</p>
<i>HANSEN</i> (44th Ward)	<p>West Aldine Avenue, at 641 (approximately 20 to 25 feet) -- at all times -- daily;</p> <p>North Broadway, from 2848 to a point 25 feet south thereof -- 7:00 P.M. to 4:00 A.M. -- Sunday through Friday and 7:00 P.M. to 5:00 A.M. -- Saturday;</p> <p>West Diversey Parkway, at 430 -- 7:00 A.M. to 3:00 P.M. -- daily.</p>

Referred -- DISCONTINUANCE OF LOADING ZONE IN
FRONT OF 3710 NORTH BROADWAY.

Alderman Shiller (46th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the loading zone in front of 3710 North Broadway, 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
<i>MELL</i> (33rd Ward)	North Albany Avenue, from West Roscoe Street to North Elston Avenue -- northerly;
<i>LEVAR</i> (45th Ward)	East-west alley from North Cicero Avenue to North Lavergne Avenue, between West Montrose Avenue and West Sunnyside Avenue -- easterly;
	North Newland Avenue, from West Foster Avenue to the first alley south of West Strong Street -- northerly.

Referred-- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF
NORTH NEW ENGLAND AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words "North New England Avenue, in the 5100 and 5200 blocks -- northerly" relative to the one-way traffic restriction on that portion of North New England Avenue and inserting in lieu thereof "North New England Avenue, in the 5100 and 5200 blocks -- southerly", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF PARKING METERS AT
SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders for the installation of parking meters at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Public Way
FARY (12th Ward)	West Pershing Road (north side) from South Wood Street to South Damen Avenue;
CULLERTON (38th Ward)	West Irving Park Road (south side) in the 5200 block.

Referred -- REMOVAL OF PARKING METER AT
2848 NORTH BROADWAY.

Alderman Hansen (44th Ward) presented a proposed order to remove parking meter number 9256 located at 2848 North Broadway, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METER IN FRONT
OF 1117 NORTH CLARK STREET.

Alderman Natarus (42nd Ward) presented a proposed order to remove parking meter number 248-1096 located in front of 1117 North Clark Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMITATION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>HAGOPIAN</i> (30th Ward)	North Kilbourn Avenue, at 2300 (end of lot line) approximately 45 feet -- two hours -- at all times -- no exceptions;
	North Kilbourn Avenue, at 2300 (in front of main entrance) approximately 135 feet 6 inches -- at all times -- no exceptions;
<i>BANKS</i> (36th Ward)	West Diversey Avenue, at 7002 -- 7006 $\frac{1}{2}$ -- one hour -- at all times --no exceptions.

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>STEELE</i> (6th Ward)	East 95th Street, at 656 (except for handicapped);
<i>CALDWELL</i> (8th Ward)	South Ellis Avenue, at 8012 (except for handicapped);

Alderman	Location And Distance
<i>HUELS</i> (11th Ward)	South Emerald Avenue, at 3816 (except for handicapped); South Lowe Avenue, at 3119 (except for handicapped); South Wallace Street, from West Root Street to West 43rd Street;
<i>MADRZYK</i> (13th Ward)	West 62nd Street, at 3546 (except for handicapped);
<i>CARTER</i> (15th Ward)	South Winchester Avenue, at 7312 (except for handicapped);
<i>STREETER</i> (17th Ward)	West 78th Street, at 836 (except for handicapped);
<i>KRYSTYNIAK</i> (23rd Ward)	South Kildare Avenue, at 5035 (except for handicapped); South Kilpatrick Avenue, at 5215 (except for handicapped); South Latrobe Avenue, at 5339 (except for handicapped); South Monitor Avenue, at 5747 (except for handicapped); West 63rd Street, at 6734 (except for handicapped);
<i>SOLIZ</i> (25th Ward)	South Leavitt Street, at 2002 (except for handicapped); South Throop Street, at 1835 (except for handicapped);

Alderman	Location And Distance
<i>E. SMITH</i> (28th Ward)	West Fifth Avenue, at 4054 (except for handicapped);
<i>HAGOPIAN</i> (30th Ward)	North Kilbourn Avenue, at 2300 (entrance to parking lot) approximately 29 feet; North Kilbourn Avenue, at 2300 (in front of loading dock) approximately 36 feet; North Kildare Avenue, at 1836 (except for handicapped);
<i>FIGUEROA</i> (31st Ward)	North Ridgeway Avenue, at 1723 (except for handicapped);
<i>MELL</i> (33rd Ward)	North Richmond Street, at 2902 (except for handicapped);
<i>AUSTIN</i> (34th Ward)	South Wallace Street, at 10323 (except for handicapped); West 109th Place, at 231 (except for handicapped); West 112th Street, at 720 (except for handicapped);
<i>KOTLARZ</i> (35th Ward)	West George Street, at 4146 (except for handicapped);
<i>BANKS</i> (36th Ward)	North Mango Avenue, at 2541 (except for handicapped); North Mobile Avenue, at 2846 (except for handicapped);
<i>CULLERTON</i> (38th Ward)	West Dakin Street, at 5511 (except for handicapped);

Alderman	Location And Distance
	West Giddings Street, at 6127 (except for handicapped);
	North Newland Avenue, at 3909 (except for handicapped);
	North Oriole Avenue, at 3730 (except for handicapped);
<i>O'CONNOR</i> (40th Ward)	North Virginia Avenue, at 5325 (except for handicapped);
<i>NATARUS</i> (42nd Ward)	West Hubbard Street, at 6 (alongside on North State Street);
<i>HANSEN</i> (44th Ward)	West Barry Avenue, at 1516 (between last parking meter and alley entrance);
<i>M. SMITH</i> (48th Ward)	North Kenmore Avenue, at 5420 (except for handicapped);
<i>ORR</i> (49th Ward)	North Bosworth Avenue, at 7638 (except for handicapped).

Referred -- PROHIBITION OF PARKING DURING BASEBALL GAMES
ON PORTION OF WEST 34TH STREET.

Alderman Huels (11th Ward) presented a proposed ordinance to prohibit the parking of vehicles during Chicago White Sox baseball games, with the exception of the press, on the north side of West 34th Street, from South Wells Street to South Shields Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DISCONTINUANCE OF PARKING PROHIBITION
AT 4448 NORTH SACRAMENTO AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition, except for the handicapped, at 4448 North Sacramento Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF PARKING PROHIBITION ON
PORTIONS OF SOUTH MARSHFIELD AVENUE
AND WEST 36TH STREET.

Alderman Huels (11th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition on the west side of South Marshfield Avenue, from 36th Street to the alley, from 8:00 A.M. to 4:30 P.M. on school days and on the north side of West 36th Street, from South Marshfield Avenue to the playground entrance gate, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF PARKING PROHIBITION ON
PORTIONS OF SOUTH MARSHFIELD AVENUE
AND WEST 36TH STREET.

Alderman Huels (11th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition on the west side of South Marshfield Avenue, from 36th Street to the alley from 8:00 A.M. to 4:30 P.M. on school days and on the north side of West 36th Street, from South Marshfield Avenue to the playground entrance gate from 8:00 A.M. to 4:00 P.M. on school days, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- RELOCATION OF PARKING PROHIBITION FROM
4002 NORTH MC VICKER AVENUE TO 4221 NORTH
NARRAGANSETT AVENUE.

Alderman Cullerton (38th Ward) presented a proposed ordinance to relocate the parking prohibition currently in effect at 4002 North McVicker Avenue to a new location at 4221 North Narragansett Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING
ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>STREETER</i> (17th Ward)	South Ada Street (both sides) in the 7700 block -- at all times;
<i>BANKS</i> (36th Ward)	North Natoma Avenue (west side) from 2816 to 2856 -- at all times; North Parkside Avenue (both sides) between West Fullerton Avenue and West Altgeld Street -- at all times;
<i>CULLERTON</i> (38th Ward)	North Oriole Avenue (both sides) in the 3900 block -- 5:00 P.M. to 1:00 A.M. -- Friday, Saturday and Sunday;
<i>LAURINO</i> (39th Ward)	North Kilpatrick Avenue, from 4812 to 4880 -- at all times.

Referred-- PROPOSED STUDY REGARDING ESTABLISHMENT OF
RESIDENTIAL PERMIT PARKING ZONE IN 1600 BLOCK
OF NORTH TRIPP AVENUE.

Alderman Figueroa (31st Ward) presented a proposed order to study the feasibility of establishing a residential permit parking zone in the 1600 block of North Tripp Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- DESIGNATION OF SERVICE DRIVE/DIAGONAL
PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>ROTI</i> (1st Ward)	South Aberdeen Avenue (east side) between West Adams Street and first alley north thereof;
<i>KRYSTYNIAK</i> (23rd Ward)	South Kolmar Avenue (east side) from South Archer Avenue to the first alley south thereof;
<i>CULLERTON</i> (38th Ward)	West Irving Park Road at 5922 alongside on North Mason Avenue (east side) from West Irving Park Road to the first alley north thereof.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES AT
SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated 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>HUELS</i> (11th Ward)	South Marshfield Avenue, at 4536 -- 4542 -- 6:00 A.M. to 5:00 P.M. -- Monday through Friday;
<i>EISENDRATH</i> (43rd Ward)	North Cleveland Avenue, at 2333 (driveway) -- at all times -- no exceptions; West Fullerton Parkway, at 445 (driveway) -- at all times -- no exceptions;
<i>HANSEN</i> (44th Ward)	North Broadway, from 2848 to _____ West Surf Street;
<i>SHILLER</i> (46th Ward)	West Hutchinson Street, at 650 (driveway) -- at all times -- daily; West Sheridan Road, at 635 -- 639 (driveway) -- at all times -- daily.

Referred -- INSTALLATION OF AUTOMATIC TRAFFIC CONTROL
SIGNALS AT INTERSECTION OF WEST 19TH STREET
AND SOUTH BLUE ISLAND AVENUE.

Alderman Soliz (25th Ward) presented a proposed order for the installation of automatic traffic control signals at the intersection of West 19th Street and South Blue Island Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- ADDITION OF "LEFT TURN ARROW" TO EXISTING
SIGNAL ON NORTH MILWAUKEE AVENUE
AT JEFFERSON PARK TERMINAL.

Alderman Levar (45th Ward) presented a proposed order for the addition of "Left Turn Arrow" signals to the existing automatic traffic control signals on North Milwaukee Avenue at the Jefferson Park Terminal for north and southbound buses, which was *Referred to the Committee on Traffic Control and Safety*.

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
T. EVANS for TILLMAN (3rd Ward)	East 44th Street and South Vincennes Avenue -- "Four-Way Stop";
STEELE (6th Ward)	East 72nd Street, at South Kimbark Avenue -- "Stop";
	West 77th Street, at South Harper Avenue -- "Stop";
	East 82nd Street, at South Evans Avenue -- "Stop";
	West 93rd Street, at South St. Lawrence Avenue -- "Stop";
	East 97th Street, at South Dr. Martin Luther King, Jr. Drive -- "Stop";
	East 101st Street, at South Eberhart Avenue -- "Stop";

Alderman	Location And Type Of Sign
<i>CALDWELL</i> (8th Ward)	East 102nd Street and South Eberhart Avenue -- "Stop"; East 85th Street, at South East End Avenue -- "Stop";
<i>VRDOLYAK</i> (10th Ward)	East 107th Street, at South Avenue N -- "Stop";
<i>CARTER</i> (15th Ward)	South Artesian Street, at West 70th Street -- "Stop"; West 55th Street, at South Hoyne Avenue -- "Stop"; West 56th Street, at South Seeley Avenue -- "Stop"; West 74th Street, at South Oakley Avenue -- "Stop";
<i>STREETER</i> (17th Ward)	West 70th Street and South Parnell Avenue -- "Three-Way Stop";
<i>KELLAM</i> (18th Ward)	South Albany Avenue, in the 7900 block -- "No Parking -- 6:00 A.M. to 9:00 A.M. -- Monday through Friday";
<i>SHEAHAN</i> (19th Ward)	West 100th Place, from 1700 to 1800 -- "Residential Parking";
<i>J. EVANS</i> (21st Ward)	South Eggleston Avenue, at East 91st Street -- "Stop"; South Eggleston Avenue, at West 93rd Street -- "Stop"; South Wentworth Avenue, at West 97th Street -- "Stop";

Alderman

Location And Type Of Sign

South Yale Avenue, at West 97th Street -- "Stop";

GARCIA (22nd Ward) South Drake Avenue, at West 28th Street -- "Stop";

KRYSTYNIAK (23rd Ward) West 52nd Street and South Narragansett Avenue -- "Four-Way Stop";

East-west alley bounded by West 55th Street, West 56th Street, South Nordica Avenue and South Nottingham Avenue -- "Through Traffic Prohibited";

West 64th Street and South Nottingham Avenue -- "Four-Way Stop";

SOLIZ (25th Ward) South Loomis Street and West Cullerton Street -- "Four-Way Stop";

West 17th Street and South Wood Street -- "Four-Way Stop";

West 23rd Street and South Oakley Avenue -- "Four-Way Stop";

E. SMITH (28th Ward) North Springfield Avenue, at West Ferdinand Street -- "Stop";

AUSTIN (34th Ward) South Lowe Avenue, at West 110th Street -- "Stop";

South Parnell Avenue, at West 110th Street -- "Stop";

South Union Avenue, at West 110th Street -- "Stop";

Alderman	Location And Type Of Sign
	South Wallace Avenue, at West 110th Street -- "Stop";
	West 110th Street, at South Normal Avenue -- "Stop";
	West 118th Street, at South Peoria Street -- "Stop";
<i>LAURINO</i> (39th Ward)	West Bryn Mawr Avenue, at northeastern access road -- "Stop";
	North Kasson Avenue and North Keystone Avenue -- "Stop";
<i>PUCINSKI</i> (41st Ward)	North Ozark Avenue and West Fargo Avenue -- "Three-Way Stop";
	North Ozark Avenue and West Jerome Street -- "Three-Way Stop";
<i>EISENDRATH</i> (43rd Ward)	East Banks Street and North State Parkway -- "Four-Way Stop";
	West Wrightwood Avenue and North Magnolia Avenue -- "Four-Way Stop";
<i>HANSEN</i> (44th Ward)	North Sheridan Road, at West Barry Avenue -- "Stop";
<i>LEVAR</i> (45th Ward)	North Marmora Avenue, at West Leland Avenue -- "Stop";
<i>SHILLER</i> (46th Ward)	West Sheridan Road and North Pine Grove Avenue -- "Stop";
<i>STONE</i> (50th Ward)	West Chase Avenue and North Hamilton Avenue -- "Stop".

Referred-- PROPOSED STUDY REGARDING INSTALLATION OF
"STOP" SIGNS AT INTERSECTION OF WEST 83RD
STREET AND SOUTH ABERDEEN STREET.

Alderman Kellam (18th Ward) presented a proposed order to study the feasibility of installing "Stop" signs at the intersection of West 83rd Street and South Aberdeen Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- ESTABLISHMENT OF WEIGHT LIMITATION AT
8200 SOUTH RIDGELAND AVENUE.

Alderman Caldwell (8th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles at 8200 South Ridgeland Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

None.

3. CLAIMS.

Referred-- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented thirty-six 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>T. EVANS</i> (4th Ward)	University Park Condominium Association; The Woodlawn Condominium Association; 1234 Madison Park Condominium Association (2); 1310 -- 1312 East 54th Street Condominium;
<i>BLOOM</i> (5th Ward)	5749 -- 5759 South Kenwood Condominium Association (3);
<i>BEAVERS</i> (7th Ward)	8130 -- 8134 South Essex Condominium Association;
<i>KRYSTYNIAK</i> (23rd Ward)	Three Oaks Condominium Association; Villa Court Condominium;
<i>KOTLARZ</i> (35th Ward)	Belle Plaine Lofts Condominium Association; Daniel and Jean Shephard;
<i>BANKS</i> (36th Ward)	Palmer Courts;
<i>CULLERTON</i> (38th Ward)	Portage Manor Condominium;
<i>O'CONNOR</i> (40th Ward)	Balmoral Plaza Condominiums; Mr. William Edward Hogen;
<i>NATARUS</i> (42nd Ward)	119 West Chestnut Condominium Association;

Alderman

Claimant

	160 -- 179 West Goethe Condominium Association;
<i>EISENDRATH</i> (43rd Ward)	Lincoln Park Plaza Condominium Association; 1815 Orchard Condominium Association, Incorporated (4);
<i>HANSEN</i> (44th Ward)	434 West Briar Street Condo Association;
<i>LEVAR</i> (45th Ward)	Mr. Richard Labek; Le Cour Condominium; Windsor-Long Condominium Association;
<i>SHILLER</i> (46th Ward)	820 West Belle Plaine Associates; 651 West Sheridan Condominium Association (3); 3550 Condominium Association;
<i>O'CONNOR</i> for <i>SCHULTER</i> (47th Ward)	Mr. Joseph P. Arend;
<i>STONE</i> (50th Ward)	Fitch Park Condominium Association; Stone Terrace Condominium Association.

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Numbers)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN ROTI (1st Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS
FOR VARIOUS PURPOSES.

Seven proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Amalgamated Trust and Savings Bank -- to maintain and use vaulted space under portions of West Monroe Street, South State Street and nearby corner area;

Great Street, Incorporated, doing business as Popeye's Restaurant -- to maintain and use a portion of the public way adjacent to its premises at 222 South State Street for a sidewalk cafe;

Hearn Company -- to maintain and use a smoke stack emerging from the building at 100 North LaSalle Street, also a pipe tunnel under and across north/south alley north of West Washington Street and west of North LaSalle Street;

4C4C, Incorporated, doing business as Lai Lai Oriental Express -- to maintain and use a portion of the public way adjacent to its premises at 14 South Wells Street for a sidewalk cafe;

The Lurie Company -- to construct, maintain and use a pedestrian tunnel/passageway under West Calhoun Place to be used to connect the premises at One North LaSalle Street with the premises at 33 North LaSalle Street;

Tishman Speyer Properties -- to maintain and use a subsurface vaulted area on the east side of South Wabash Avenue, also a vaulted area on the north side of East Adams Street; and

K.M.F.A., Limited/Santorini, Limited, doing business as The Acropolis Restaurant -- to maintain and use a portion of the public way adjacent to its premises at 138 South Halsted Street for a sidewalk cafe.

Referred -- PERMISSION TO HOLD SIDEWALK SALE
AT 350 NORTH MICHIGAN AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the MicroAge Computer Stores to hold a sidewalk sale at 350 North Michigan Avenue during the period of July 26 and 27, 1989, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PERMISSION TO HOLD SUMMER FAIRS
AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to Mr. Kenneth Ng to hold the events noted at the locations specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

American Legion Chinatown Post 1003/Chinatown Summer Fair -- on that part of West Cermak Road, from South Wentworth Avenue to South Princeton Avenue and on that part of South Wentworth Avenue, from West Cermak Road to West 26th Street on Sunday, July 23, 1989; and

Chinatown Summer Fair -- on both sides of West 23rd Street, from South Wentworth Avenue to a point 150 feet west thereof and on both sides of West 24th Street, from South Wentworth Avenue to the Dan Ryan Expressway on Sunday, July 23, 1989.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF
SPECIFIED PUBLIC WAYS FOR OUTDOORS EVENTS.

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:

Mr. David W. Garder, Event Coordinator of Chicago Area Council 118/Boy Scouts of America -- to close to traffic that part of South LaSalle Street, between West Jackson Boulevard and West Adams Street, that part of West Quincy Street, between South LaSalle Street and South Clark Street and that part of West Quincy Street, between South Wells Street and South LaSalle Street on Thursday, July 20, 1989 for the conduct of the 19th Annual LaSalle Street Dinner Dance; and

Westside Community Settlement House -- to close to traffic that part of West 14th Place, between South Ashland Avenue and South Paulina Street in conjunction with their annual summer program between the hours of 5:00 P.M. and 8:30 P.M. for the periods extending from July 5 through July 7, July 10 through July 14, July 17 through July 21, July 31 through August 4, August 7 through August 10 and August 14 through August 17, 1989.

Referred-- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 312 WEST RANDOLPH STREET.

Also, a proposed order directing the Commissioner of General Services to issue a permit to 312 Randolph Partnership to maintain and use one canopy attached to the building or structure at 312 West Randolph Street, which was *Referred to the Committee on Streets and Alleys*.

Referred-- PERMISSION TO CLOSE TO TRAFFIC PORTIONS
OF SPECIFIED STREETS 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 Traffic Control and Safety*, as follows:

Chicago Area Runners Association (C.A.R.A.) -- to close to traffic that part of South Peoria Street, between West Jackson Boulevard and West Van Buren Street in conjunction with a 5K footrace on Friday, July 14, 1989; and

Mayor's Office of Special Events -- to close to traffic that part of East Jackson Boulevard, between South Lake Shore Drive and South Columbus Drive and that part of South Columbus Drive (east side) between East Monroe Street and East Congress Parkway in conjunction with the Chicago Gospel Festival for the period extending July 27 through July 31, 1989.

Presented By

ALDERMAN RUSH (2nd Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 27 BY
ADDING NEW SECTIONS 27-255.1 THROUGH 27-255.4
PROVIDING FOR SUSPENSION OF CITY VEHICLE
REGISTRATION STICKERS FOR INDIVIDUALS
DRIVING WHILE INTOXICATED.

A proposed ordinance to amend Chapter 27 of the Municipal Code by adding thereto new sections to be known as Sections 27-255.1 through 27-255.4, which would provide for a six month suspension of the city vehicle registration sticker of any motor vehicle operator who is arrested while under the influence of alcohol or drugs and/or refuses to submit to blood tests for the purpose of determining said alcohol or drug level, which was *Referred to the Committee on License*.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 43,
SECTIONS 43-19 AND 43-21.1 BY REQUIRING BUILDING
OWNERS OR AGENTS TO MAINTAIN ON-SITE
PERMITS FOR BUILDING DEMOLITION
PROCEDURES.

Also, a proposed ordinance to amend Chapter 43, Sections 43-19 and 43-21.1 of the Municipal Code by requiring building owners or their agents to purchase and have readily available at all times a permit from the Department of Inspectional Services prior to demolition of any building or structure or the removal of any building material therefrom, which was *Referred to the Committee on Buildings*.

Referred-- AMENDMENT OF MUNICIPAL CODE CHAPTER 147
BY ADDING NEW SECTIONS 147-10.1, 147-13.1 AND
147-15.3 TO FURTHER REGULATE
OPERATION OF LIQUOR
ESTABLISHMENTS.

Also, a proposed ordinance to amend Chapter 147 of the Municipal Code by adding thereto new sections to be known as Sections 147-10.1, 147-13.1 and 147-15.3, which would require the posting of signs in certain liquor establishments delineating penalties for driving under the influence of liquor or narcotics, limit the acceptance of alcoholic liquor requests to 15 minutes prior to closing of said establishments and prohibit any sale of alcoholic liquor to intoxicated persons, which was *Referred to the Committee on License*.

Referred-- AMENDMENT OF MUNICIPAL CODE CHAPTER 174,
SECTION 174-4 BY CLARIFYING LICENSING
QUALIFICATIONS FOR STATIONARY
ENGINEERS.

Also, a proposed ordinance to amend Chapter 174, Section 174-4 of the Municipal Code by requiring all individuals applying for a stationary engineer's license, to have prior apprenticeship or engineering experience concerning the operation of heating, ventilating, air-conditioning, steam engines or boiler units, which was *Referred to the Committee on Budget and Government Operations*

Referred-- AMENDMENT OF MUNICIPAL CODE 193 BY ADDING NEW
SECTION 193-11.1 ELIMINATING CERTAIN SECURITY
RESPONSIBILITIES OF RESIDENTIAL
BUILDING AGENTS.

Also, a proposed ordinance to amend Chapter 193 of the Municipal Code by adding a new section thereto to be known as Section 193-11.1 which would eliminate the responsibility of agents acting for residential apartment building owners to provide security personnel within buildings having 51 percent or more of their dwelling units occupied by tenants over 62 years of age, which was *Referred to the Committee on Aging and Disabled*.

Referred -- APPROVAL OF PLAT OF RESUBDIVISION ON
PORTION OF SOUTH INDIANA AVENUE.

Also, a proposed ordinance authorizing and directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of resubdivision located along the east side of South Indiana Avenue near East 33rd Street, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN T. EVANS (4th Ward):

**BUILDING AT 604 EAST 41ST STREET DECLARED PUBLIC
NUISANCE AND ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building located at 604 East 41st Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 604 East 41st Street is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman T. Evans 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 T. Evans, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Presented By

ALDERMAN BLOOM (5th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 147,
SECTION 147-2 BY PROHIBITING SALE OF ALCOHOLIC
BEVERAGES FOR CONSUMPTION WITHIN
SPECIFIED PORTION OF
5TH WARD.

A proposed ordinance to amend Chapter 147, Section 147-2 of the Municipal Code by prohibiting the sale of alcoholic beverages for consumption on the premises, within the area bounded by the west side of South Jeffery Boulevard, the north side of East 75th Street, the east side of South Stony Island Avenue and the south side of East 71st Street, with the exception of hotels offering restaurant service, restaurants or clubs, which was *Referred to the Committee on License*.

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- PERMISSION TO HOLD STREET FAIR ON PORTIONS
OF EAST 85TH STREET AND SOUTH
MACKINAW AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Gregory Terry to hold the 9th Annual McKinley South Chicago Neighborhood House Street Fair on that part of East 85th Street, from South Greenbay Avenue to South Buffalo Avenue and on that part of South Mackinaw Avenue, from 8400 to 8600 on Saturday, August 19, 1989, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

**ALDERMAN SHAW (9th Ward) And
ALDERMAN CALDWELL (8th Ward):**

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 99 BY
ADDING NEW SECTIONS 99-62 THROUGH 99-65
REQUIRING OWNER MAINTENANCE OF
VACANT LOTS.

A proposed ordinance to amend Chapter 99 of the Municipal Code by adding thereto new sections to be known as Sections 99-62 through 99-65, which would require the owners of vacant lots to clean, maintain and fence-in said property within thirty days of notification by the Department of Inspectional Services, which was *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases*.

Presented By

ALDERMAN HUELS (11th Ward):

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 2525 SOUTH ARCHER AVENUE.

A proposed order directing the Commissioner of Inspectional Services to issue a permit to 3M National Advertising Company for the erection of a sign/signboard at 2525 South Archer Avenue, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN FARY (12th Ward):

Referred -- PERMISSION TO HOLD CARNIVAL AND/OR STREET
FAIR ON PORTION OF SOUTH WESTERN AVENUE.

A proposed order directing the Commissioner of Public Works to issue a permit to the

Brighton Park Lithuanian Homeowners to hold a carnival and/or street fair on that part of South Western Avenue, from 4300 to 4700 for the period extending July 13 through July 17, 1989, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTION
OF SOUTH ARCHER AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Brighton Park Businessmen's Association to hold a sidewalk sale on that part of South Archer Avenue, between South California Avenue and South Kedzie Avenue for the period extending August 3 through August 6, 1989, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 114.1
BY ADDING NEW SECTIONS 114.1-6 THROUGH 114.1-10
TO REGULATE OPERATION OF AND REQUIRE
LICENSING FOR ELECTRONIC
BANKING MACHINES.

A proposed ordinance to amend Chapter 114.1 of the Municipal Code by adding thereto new sections to be known as Sections 114.1-6 through 114.1-10 which would regulate the operation of and require licensing for electronic banking machines to insure the safety and protection of automated teller patrons, which was *Referred to the Committee on Finance.*

Referred -- AMENDMENT OF RULE 3 OF CITY COUNCIL'S RULES
OF ORDER AND PROCEDURE BY INSERTING "AGREED
CALENDAR" WITHIN ORDER OF BUSINESS.

Also, a proposed resolution to amend Rule 3 of the City Council's Rules of Order and

Procedure by inserting an "Agreed Calendar" as the fifth segment within the order of business and by renumbering subsequent segments accordingly, which was *Referred to the Committee on Committees, Rules and Ethics.*

Referred-- AMENDMENT OF RULE 41 OF CITY COUNCIL'S RULES
OF ORDER AND PROCEDURE BY REQUIRING 24-HOURS
ADVANCE WRITTEN NOTICE TO ALDERMEN AND
CITY CLERK PRIOR TO CONSIDERATION
OF DEFERRED MATTERS.

Also, a proposed resolution to amend Rule 41 of the City Council's Rules of Order and Procedure by requiring twenty-four hours advance written notice to the City Clerk and aldermen regarding any deferred matter to be called up for consideration and/or vote at the next succeeding meeting of the City Council, which was *Referred to the Committee on Committees, Rules and Ethics.*

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN GUTIERREZ (26th Ward):**

Referred-- AMENDMENT OF MUNICIPAL CODE CHAPTER 147
BY ADDING NEW SECTION 147-18 REQUIRING OWNER
APPLICANTS AND EMPLOYEES TO COMPLETE
"ALCOHOL SELLERS TRAINING PROGRAM"
PRIOR TO ISSUANCE OF RETAIL
LIQUOR LICENSE.

A proposed ordinance to amend Chapter 147 of the Municipal Code by adding a new Section 147-18 requiring owner applicants and their employees to complete an "Alcohol Sellers Training Program" at a state approved facility and to post said certificates of completion within the licensed establishment in full view of the public, which was *Referred to the Committee on License.*

Presented By

ALDERMAN LANGFORD (16th Ward):

**DRAFTING OF ORDINANCE FOR VACATION OF PORTION
OF WEST 66TH STREET.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the west 158.2 feet of West 66th Street lying east of South Stewart Avenue for the Catholic Bishop of Chicago (Saint Bernard Church) (No. 21-16-89-1371); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Langford 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 Langford, the foregoing proposed order was *Passed*.

Presented By

ALDERMAN STREETER (17th Ward):

**BUILDING DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building located at 7201 South Harvard Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 7201 South Harvard Avenue is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman Streeter 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 Streeter, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Presented By

ALDERMAN KELLAM (18th Ward):

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF WEST 83RD STREET FOR SUMMERFEST.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Len Paluch to close to traffic that part of West 83rd Street, from South Scottsdale Avenue to South Kostner Avenue in conjunction with Saint Bede's Summerfest VII for the period extending July 14 through July 16, 1989, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN SHEAHAN (19th Ward):

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 1644 WEST 95TH STREET.

A proposed order directing the Commissioner of Inspectional Services to issue a permit to

Sure Light Service Company for the erection of a sign/signboard at 1644 West 95th Street for Taco Bell, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN JONES (20th Ward):

*Referred -- GRANT OF PRIVILEGE TO ILLINOIS PARKWAY
GARDENS ASSOCIATES FOR CONSTRUCTION OF
FENCE AND GUARDHOUSE.*

A proposed ordinance to grant permission and authority to Illinois Parkway Gardens Associates to construct, maintain and use a wrought iron fence with gates and guardhouse along the public way extending 1,480 feet along South Dr. Martin Luther King Jr., Drive for the Parkway Garden Homes and Apartments, which was *Referred to the Committee on Streets and Alleys*.

*Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 6915 SOUTH STATE STREET.*

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Whiteco Metrocom for the erection of a sign/signboard at 6915 South State Street for general advertisers, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN J. EVANS (21st Ward):

*Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 147,
SECTION 147-2 BY PROHIBITING ISSUANCE OF
NEW LIQUOR LICENSES IN SPECIFIED
PORTIONS OF 21ST WARD.*

A proposed ordinance to amend Chapter 147, Section 147-2 of the Municipal Code by

prohibiting the issuance of any new licenses for the sale of alcoholic beverages along various public ways within the 21st Ward, with the exception of hotels, restaurants and clubs and to allow renewal of liquor licenses for the sale of alcoholic beverages for consumption on premises where said places of business were established and licensed prior to the effective date of this ordinance, which was *Referred to the Committee on License*.

Presented By

**ALDERMAN J. EVANS (21st Ward)
And OTHERS:**

Referred -- AMENDMENT OF MUNICIPAL CODE BY
ADDING A NEW CHAPTER 178.2 ENTITLED
"DRUG PARAPHERNALIA".

A proposed ordinance, presented by Aldermen J. Evans, Rush, T. Evans, Bloom, Steele, Caldwell, Shaw, Carter, Langford, Streeter, Sheahan, Jones, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Figueroa, Banks, Giles, Natarus, Eisendrath, Hansen, Levar and Shiller, to amend the Municipal Code by adding thereto a new chapter to be known as Chapter 178.2 entitled "Drug Paraphernalia" which would define controlled substances and drug paraphernalia, prohibit the marketing and handling of said items and establish monetary fines and penal confinement for violations, which was *Referred to the Committee on Health*.

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 Little Village Chamber of Commerce to hold a sidewalk sale on that part of West 26th Street, from South Sacramento Avenue to the city limits for the period extending August 18 through August 20, 1989, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN KRISTYNIK (23rd Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 28.2
BY ADDING NEW SECTION 28.2-11.2 REQUIRING
RANDOM ALCOHOL AND DRUG TESTING FOR
DRIVERS OF SCHOOL VEHICLES.

A proposed ordinance to amend Chapter 28.2 of the Municipal Code by adding thereto a new section to be known as Section 28.2-11.2 which would require drivers of school vehicles to be tested on a random basis for alcohol and controlled substance use, which was *Referred to the Committee on Education*.

Referred -- ALLOCATION OF MOTOR FUEL TAX FUNDS FOR
ENGINEERING AND INSTALLATION OF AUTOMATIC
TRAFFIC CONTROL SIGNALS AT WEST 50TH
STREET AND SOUTH CICERO AVENUE.

Also, a proposed ordinance authorizing the Commissioner of Public Works to allocate monies from the Motor Fuel Tax Fund for engineering and installation of automatic traffic control signals at West 50th Street and South Cicero Avenue, which was *Referred to the Committee on the Budget and Government Operations*.

Referred -- ESTABLISHMENT OF BUS STOP ON NORTHEAST
CORNER OF WEST 55TH STREET AND SOUTH
KEELER AVENUE.

Also, a proposed order directing the Chicago Transit Authority to consider the establishment of a bus stop on the northeast corner of West 55th Street and South Keeler Avenue, which was *Referred to the Committee on Local Transportation*.

Referred-- CHICAGO TRANSIT AUTHORITY REQUESTED TO
ERECT BUS PASSENGER SHELTER ON SOUTHEAST
CORNER OF WEST 53RD STREET AND
SOUTH PULASKI ROAD.

Also, a proposed order directing the Chicago Transit Authority to consider the erection of a bus passenger shelter on the southeast corner of West 53rd Street and South Pulaski Road, which was *Referred to the Committee on Local Transportation*.

Presented By

ALDERMAN SOLIZ (25th Ward):

DRAFTING OF ORDINANCE FOR VACATION AND
DEDICATION OF SPECIFIED
PUBLIC ALLEYS.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the east 101.1 feet of the east-west 16-foot public alley and providing for the dedication of a north-south 25-foot public alley running north to West 17th Street from the west terminous of the east-west alley to be vacated, all in the block bounded by West 17th Street, West 18th Street, South Damen Avenue and South Wolcott Avenue for Hughes Enterprises, Incorporated (No. 19-25-89-1369); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Soliz 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 Soliz, the foregoing proposed order was *Passed*.

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTION OF WEST 18TH STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Zemsky Bros. Department Store to hold a sidewalk sale at 1700 West 18th Street, for the period extending July 7 through July 9, 1989, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF
SPECIFIED PUBLIC WAYS FOR VARIOUS
PURPOSES.

Also, three 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:

El Hogar del Nino Day Care and Social Service Agency -- to close that part of West 23rd Place, between South California Avenue and first alley west thereof for the erection of a beer garden and bandstand in conjunction with a carnival for the period extending July 7 through July 10, 1989;

Instituto del Progreso Latino, c/o Mr. Ted Castillo -- to close that part of South Clarendon Avenue, between South Blue Island Avenue and the first alley north thereof in conjunction with the Kermess Festival and Bazaar on Saturday, July 15, 1989; and

Saint Roman Church, c/o Mr. Ramon Echevarria -- to close the 2600 block of West 23rd Street for the conduct of a fundraising event for the period of August 12 and 13, 1989.

Presented By

ALDERMAN BUTLER (27th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 178 BY
ADDING NEW SECTION 178-18.1 PROHIBITING CIGARETTE
OR TOBACCO ADVERTISING ON BILLBOARDS/
SIGNBOARDS IN CITY.

A proposed ordinance to amend Chapter 178 of the Municipal Code by adding thereto a new section to be known as Section 178-18.1 which would prohibit the advertising of cigarettes, cigars, loose tobacco and smoking devices on billboards and signboards within the city and which would establish penalty fines for violators, which was *Referred to the Committee on Health*.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 193.1
BY ADDING NEW SECTIONS 193.1-17.1 AND 193.1-17.2
TO INCLUDE CERTAIN PUBLIC HOUSING UNITS
WITHIN GUIDELINES OF RESIDENTIAL
LANDLORD/TENANT ORDINANCE.

Also, a proposed ordinance to amend Chapter 193.1 of the Municipal Code by adding thereto new sections to be known as Sections 193.1-17.1 and 193.1-17.2 to include residential units owned and managed by the United States Department of Housing and Urban Development and the Chicago Housing Authority within the guidelines of the Residential Landlord/Tenant Ordinance and authorizing the Commissioners of the Chicago Departments of Fire, Health, Inspectional Services and Streets and Sanitation to investigate complaints of any violations under this code, which was *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF
SOUTH HOYNE AVENUE FOR STREET
IMPROVEMENTS.

Also, a proposed ordinance directing the Commissioner of Public Works to close to traffic that part of South Hoyne Avenue, between West Adams Street and West Monore Street for street improvements, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN SMITH (28th Ward):

Referred-- AMENDMENT OF MUNICIPAL CODE CHAPTER 16
BY ESTABLISHING GUIDELINES FOR REGISTERING
REPORTS OF CONSUMER FRAUD.

A proposed ordinance to amend Chapter 16 of the Municipal Code by replacing existing Section 16-6 with new sections to be known as Sections 16-6 through 16-8 establishing guidelines for filing reports or complaints of consumer fraud with the Commissioner of Consumer Services, which was *Referred to the Committee on Human Rights and Consumer Protection*.

Referred-- AMENDMENT OF MUNICIPAL CODE CHAPTER 147,
SECTION 147-2 BY PROHIBITING ISSUANCE OF
NEW LIQUOR LICENSES IN SPECIFIED
PORTIONS OF 28TH WARD.

Also, a proposed ordinance to amend Chapter 147, Section 147-2 of the Municipal Code by prohibiting the issuance of any new licenses for the sale of alcoholic beverages for consumption on premises along various public ways within the 28th Ward with the exception of hotels, restaurants and clubs and to allow renewal of liquor licenses for the sale of alcoholic beverages for consumption on premises where said places of business were established and licensed prior to the effective date of this ordinance, which was *Referred to the Committee on License*.

Referred-- ISSUANCE OF PERMIT TO OPERATE NEWSSTAND
ON NORTHWEST CORNER OF WEST GLADYS AVENUE
AND SOUTH PULASKI ROAD.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Mr. Clarence Thompson to operate a newsstand on the northwest corner of West Gladys Avenue and South Pulaski Road on a daily basis, which was *Referred to the Committee on Streets and Alleys*.

Presented By

**ALDERMAN E. SMITH (28th Ward),
ALDERMAN DAVIS (29th Ward) And
ALDERMAN GILES (37th Ward):**

Referred-- PORTION OF WEST MADISON STREET TO BE
GIVEN HONORARY NAME OF "REVEREND
CHETWYN J. ROGERS DRIVE".

A proposed ordinance to assign the honorary name of "Reverend Chetwyn J. Rogers Drive" to that part of West Madison Street lying between North Cicero Avenue and North Lamon Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN DAVIS (29th Ward):

Referred-- PERMISSION TO HOLD "TASTE OF AUSTIN" ON
PORTION OF WEST JACKSON BOULEVARD.

A proposed order directing the Commissioner of Public Works to grant permission to Ms. Cynthia Williams to hold the "Taste of Austin" on that part of West Jackson Boulevard, from North Central Avenue to North Menard Avenue for the period extending August 23 through August 27, 1989, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

**ALDERMAN DAVIS (29th Ward),
ALDERMAN JONES (20th Ward) And
ALDERMAN E. SMITH (28th Ward):**

ILLINOIS GENERAL ASSEMBLY URGED TO ADOPT AND
GOVERNOR THOMPSON CALLED UPON TO SIGN
ILLINOIS HOME ENERGY ASSISTANCE ACT.

A proposed resolution reading as follows:

WHEREAS, Low income families of the City of Chicago and the State of Illinois have suffered illness and death due to their inability to afford regular utility services; and

WHEREAS, The cost of utility service has increased and will continue to increase at an alarming rate, causing more and more families to choose between heating and eating; and

WHEREAS, The amount of Federal Energy Assistance has declined for the last three years and will probably continue to decline in the future; and

WHEREAS, The Illinois Residential Affordable Payment Plan, first passed by the Illinois General Assembly in 1985, has been proven to restore the dignity of low income utility consumers by enabling them to pay an affordable utility payment and keep their utility service turned on, thereby reducing utility shut-offs; and

WHEREAS, The General Assembly is currently considering a new Home Energy Assistance program that will make energy even more affordable for the lowest income families and will for the first time be funded by the State as well as the Federal Government and will be in effect permanently, making Illinois the most progressive state in the nation as regards meeting the needs of low income energy consumers; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago, and the Chicago City Council call upon the Illinois General Assembly to reach concurrence on SB 392, the Illinois Home Energy Assistance Act, which includes the Illinois Residential Affordable Payment Plan (I.R.A.P.P.); and

Be It Further Resolved, That the Mayor of the City of Chicago, and the Chicago City Council call upon the Governor of the State of Illinois, James Thompson, to promptly sign SB 392 to allow for a smooth and uninterrupted continuation of the Illinois Residential Affordable Payment Plan, the I.R.A.P.P., that has helped keep over 70,000 families from living in the dark and the cold.

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, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Presented By

**ALDERMAN HAGOPIAN (30th Ward) And
ALDERMAN KRISTYNIK (23rd Ward):**

Referred -- PLACEMENT OF ADVISORY REFERENDUM QUESTION
ON 1990 GENERAL ELECTION BALLOT REGARDING
CONSTITUTIONAL AMENDMENT PROHIBITING
DESECRATION OF AMERICAN FLAG.

A proposed resolution requesting that an advisory referendum question on a constitutional amendment prohibiting the desecration of the United States flag be included on the upcoming 1990 general election ballot, which was *Referred to the Committee on Veteran's Affairs*.

Presented By

ALDERMAN GABINSKI (32nd Ward):

Referred -- REPEAL OF ORDINANCE WHICH AUTHORIZED SALE
OF PROPERTY AT 669 NORTH CARPENTER STREET/
1015 WEST HURON STREET.

A proposed ordinance repealing in its entirety the ordinance previously passed on June 14, 1989 (Council Journal pages 1924 -- 1925) which authorized the sale of property located at 669 North Carpenter Street/1015 West Huron Street, which was *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases*.

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 at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Lakeview Chamber of Commerce -- to hold a sidewalk sale on both sides of the 3100 and 3200 blocks of North Lincoln Avenue for the period extending July 13 through July 16, 1989; and

Saint Mary of the Angel Church -- to hold a carnival and/or street fair in the 1800 block of North Hermitage Avenue for the period extending July 18 through July 23, 1989.

Referred -- PERMISSION TO PLACE TABLES ON SIDEWALK
ALONGSIDE WEST CHARLESTON AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to F. LeRoux/Cafe' Du Midi, 2118 North Damen Avenue, to place six tables on the sidewalk alongside West Charleston Avenue in observance of Bastille Day during the period of July 14 and 15, 1989, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALES ON
PORTION OF NORTH MILWAUKEE AVENUE:

A proposed order directing the Commissioner of Public Works to grant permission to McCrory 5¢ and 10¢ store to hold sidewalk sales at 2774 North Milwaukee Avenue on July 1 and 2 and July 8 and 9, 1989, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 3100 WEST IRVING PARK ROAD.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Furman Funeral Home for the maintenance and use of one canopy attached to the building or

structure at 3100 West Irving Park Road, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- PERMISSON TO CLOSE TO TRAFFIC PORTION
OF WEST WRIGHTWOOD AVENUE FOR CARNIVAL.

A proposed order directing the Commissioner of Public Works to grant permission to Saint William Church to close to traffic that part of West Wrightwood Avenue, between North Newland Avenue and North Sayre Avenue to hold a carnival for the period extending August 23 through August 28, 1989, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN BANKS (36th Ward) And OTHERS:

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTERS 25, 26
AND 101 BY REQUIRING DISCLOSURE OF INDEBTEDNESS
AND/OR OUTSTANDING PARKING TICKETS
OWED TO CITY.

A proposed ordinance, presented by Aldermen Banks, Roti, Burke and Gutierrez, to amend various sections of Chapters 25, 26 and 101 of the Municipal Code by requiring all current city employees as well as all persons seeking employment, licenses, permits or contracts to file an affidavit disclosing any indebtedness to the city and any outstanding or unpaid parking tickets, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN CULLERTON (38th Ward):

Referred -- PERMISSION TO HOLD OUTDOOR EVENTS AT
SPECIFIED LOCATIONS.

Two proposed orders directing the Commissioner of Public Works to grant permission to the Belmont-Central Chamber of Commerce to hold the outdoor events noted below at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

To hold an art fair on both sides of North Belmont Avenue, between North Austin Avenue and North Long Avenue and on both sides of North Central Avenue, between West Henderson Street and West Wellington Avenue for the period extending August 11 through August 13, 1989; and

To hold a sidewalk sale on both sides of West Belmont Avenue, between North Austin Avenue and North Long Avenue and on both sides of North Central Avenue, between West Henderson Street and West Wellington Avenue for the period extending July 13 through July 16, 1989.

Presented By

ALDERMAN LAURINO (39th Ward):

BUILDING DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 5008 North Sawyer Avenue (garage in rear) is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 5008 North Sawyer Avenue (garage in rear) is declared a public nuisance and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman Laurino moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

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

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

Nays -- None.

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

Referred -- EXEMPTION OF SUNDRY APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENTS PERTAINING
TO ALLEY ACCESSIBILITY.

Also, two proposed orders directing the Commissioner of Public Works to waive the physical barrier requirement pertaining to alley accessibility pursuant to Municipal Code Chapter 33, Section 33-19.1, for the applicants noted below and at the locations specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Church of the First Temple of Universal Law -- 5030 North Drake Avenue; and

Dunkin' Donuts -- 4041 -- 4045 West Lawrence Avenue.

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- GRANT OF PRIVILEGE TO MR. GEORGE KOWN/
MC DONALD'S CORPORATION FOR
ILLUMINATED SIGN.

A proposed ordinance to grant permission and authority to Mr. George Kown/McDonald's Corporation, to occupy a portion of the public way adjacent to the premises at 4844 North Lincoln Avenue to maintain and use an illuminated sign, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTION OF WEST BALMORAL AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Shirley Ehrlich to hold a sidewalk sale on both sides of West Balmoral Avenue, between North Virginia Avenue and the street closing at Legion Park, during the period of August 26 and 27, 1989, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN PUCINSKI (41st Ward):

Referred -- WAIVER OF ALL CITY FEES AND SURETIES FOR
OUTDOOR EVENTS AT SPECIFIED LOCATIONS.

Two proposed orders directing the City Comptroller to waive all fees and sureties for the applicants listed to hold the outdoor events specified, which were *Referred to the Committee on Finance*, as follows:

Logan Square Y.M.C.A. -- to hold the Pan American Festival at Navy Pier for the period extending August 4 through August 6, 1989; and

22nd Ward Youth Organization -- to hold the "Viva Mexico" festival at Navy Pier for the period extending July 21 through July 23, 1989.

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 6116 NORTH MILWAUKEE AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to erect a sign/signboard at 6116 North Milwaukee Avenue for Oil Express, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS
FOR VARIOUS PURPOSES.

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Chicago Sun-Times, Incorporated -- to maintain and use as constructed an upper level roadway, bridge and viaduct extending easterly from North Wabash Avenue over East Water Street;

Concourse Cafe Limited, doing business as Tete-A-Tete -- to maintain and use a portion of the public way adjacent to 750 North Orleans Street for a sidewalk cafe; and

Germania Inn, doing business as The Smoking Dog -- to maintain and use a portion of the public way adjacent to 1540 North Clark Street for a sidewalk cafe.

Referred -- PERMISSION TO HOLD SIDEWALK SALE
AT 200 EAST OHIO STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Sheldon's Art Supply, Incorporated, to hold a sidewalk sale at 200 East Ohio Street for the period extending June 22 through June 24, 1989, which was *Referred to the Committee on Beautification and Recreation*.

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:

Gianni Versace, c/o Mr. James Levin -- to close that part of East Oak Street, between North Michigan Avenue and North Rush Street for the Oak Street Fashion Show on Thursday, September 14, 1989;

Maureen Schulman Public Relations, Incorporated -- to close the two southbound lanes of North LaSalle Street near West Ontario Street to accommodate the staging and sound system required for the third edition of the Chicago Sports Wall of Fame on Thursday, July 27, 1989;

North Dearborn Association -- to close that part of North Dearborn Parkway, between West Goethe Street and West North Avenue for the 31st Annual North Dearborn Association Garden Walk on Sunday, July 23, 1989; and

Productions U.S.A., c/o Ms. Barbara Lee Cohen -- to close City Front Center, from North Michigan Avenue to North Columbus Drive in conjunction with the Bastille Day Festival for the period extending July 13 through July 15, 1989.

Presented By

**ALDERMAN NATARUS (42nd Ward) And
ALDERMAN EISENDRATH (43rd Ward):**

SYMPATHY EXTENDED TO MS. DANA FEITLER AND FAMILY.

A proposed resolution reading as follows:

WHEREAS, Dana Feitler graduated cum laude and Phi Beta Kappa with a degree in sociology from Colby College in Maine in 1987; and

WHEREAS, Ms. Dana Feitler moved to the near north side of Chicago and worked in banking for Continental Bank for two years; and

WHEREAS, Ms. Feitler had recently left her job to attend the University of Chicago to get her Master's Degree in business; and

WHEREAS, On Sunday, June 18, 1989, the day before she was to start school, Dana Feitler was then robbed and shot in the head by three youths on the near north side; and

WHEREAS, As a result of the tragic incident, Dana Feitler is in critical condition and on life support equipment; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago assembled in meeting this 28th day of June, 1989, do hereby express our deepest and heartfelt sympathy to Ms. Dana Feitler and her beloved family, and do hereby urge the Chicago Police Department to exhaust every means available to apprehend these brutal criminals, and do also encourage any and all citizens that witnessed or may have information about this or any other crime to get involved and report crime to the Chicago Police Department; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Dana Feitler and the Chicago Police Department.

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

On motion of Alderman Natarus, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

Presented By

ALDERMAN EISENDRATH (43rd Ward):

*Referred -- APPROVAL OF PLAT OF R.H.N. RESUBDIVISION
ON PORTION OF NORTH MOHAWK STREET.*

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of R.H.N. Resubdivision located on the east side of North Mohawk Street near West Armitage Avenue for Mid Town Bank and Trust Company, which was *Referred to the Committee on Streets and Alleys.*

*Referred -- INSTALLATION OF ALLEY LIGHT BEHIND
409 WEST ARMITAGE AVENUE.*

Also, a proposed order directing the Commissioner of Public Works to install an alley light behind 409 West Armitage Avenue, which was *Referred to the Committee on Finance.*

*Referred -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING
CANOPIES AT SPECIFIED LOCATIONS.*

Also, four 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:

Dee's Restaurant, doing business as Sai Cafe, Incorporated -- to maintain and use one canopy attached to 2010 North Sheffield Avenue;

Lee Harris Realty -- to maintain and use one canopy attached to 2646 North Lincoln Avenue;

Mr. Maximiliano Gonzalez -- to maintain and use one canopy attached to 1972 North Halsted Street; and

River Shannon Corporation -- to maintain and use one canopy attached to 425 West Armitage Avenue.

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS
FOR VARIOUS PURPOSES.

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Belmont Hotel -- to install pavers on the public way in front of 3172 North Sheridan Road;

Schubas Tavern -- to maintain and use a portion of the public way adjacent to 3159 North Southport Avenue for a sidewalk cafe; and

Mr. James M. Straight and Mr. Marco A. Valdez, doing business as Marco's Paradise Restaurant -- to maintain and use a portion of the public way adjacent to 3358 North Sheffield Avenue for a sidewalk cafe.

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTION OF NORTH BROADWAY.

Also, a proposed order directing the Commissioner of Public Works to grant permission to The Gazette, c/o Mr. James Vrettos, to hold a sidewalk sale on both sides of North Broadway, between West Melrose Street and West Diversey Parkway for the period extending August 18 through August 20, 1989, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN LEVAR (45th Ward):

Referred-- GRANT OF PRIVILEGE TO COWHEY MATERIALS &
FUEL COMPANY TO OCCUPY PORTION OF NORTH
LIPPS AVENUE.

A proposed ordinance to grant permission and authority to Cowhey Materials & Fuel Company to occupy the east 14 feet of North Lipps Avenue at a point 247 feet north of West Ainslie Street in connection with the operations of the adjoining business establishment, which was *Referred to the Committee on Streets and Alleys*.

Referred-- INSTALLATION OF ALLEY LIGHT BEHIND
5021 -- 5025 NORTH NEVA AVENUE.

Also, a proposed order directing the Commissioner of Public Works to install an alley light behind 5021 -- 5025 North Neva Avenue, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN SHILLER (46th Ward):

Referred-- PERMISSION TO HOLD SIDEWALK SALE ON
PORTION OF NORTH BROADWAY.

A proposed order directing the Commissioner of Public Works to grant permission to the Uptown Chamber of Commerce, c/o Mr. James O'Donnell, to hold a sidewalk sale on both sides of North Broadway, between West Sunnyside Avenue and West Ainslie Street for the period extending July 13 through July 15, 1989, during the hours of 10:00 A.M. and 7:00 P.M., which was *Referred to the Committee on Beautification and Recreation*.

Presented For

ALDERMAN SCHULTER (47th Ward):

CONGRATULATIONS EXTENDED TO MR. TIMOTHY ROBERT
FAHERTY ON HIS GRADUATION FROM WEST
POTOMAC HIGH SCHOOL.

A proposed resolution, presented by Alderman O'Connor, reading as follows:

WHEREAS, Timothy Robert Faherty was graduated from West Potomac High School June 15, 1989, and will enter Virginia Technical University this coming September; and

WHEREAS, During his excellent high school career, Timothy Robert Faherty was an achiever. He was president of St. Louis Catholic Youth Organization, an active member of the Virginia Hill Swim Club where he won the Sportsmanship Award. He was a leader in the North Virginia Youth Encounter Movement, and in Autumn, 1988, he was awarded the "Outstanding Youth Award" from the Roman Catholic Diocese of Arlington, Virginia; and

WHEREAS, A current visitor to Chicago, Timothy Robert Faherty is a great example of the youth in whom the ruling generation places so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered in assembly, do hereby congratulate Timothy Robert Faherty on having been graduated from high school this month of June, 1989. We welcome him to our great city and extend to him our very best wishes for continued success in the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Timothy Robert Faherty.

Alderman O'Connor moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman O'Connor, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred-- PERMISSION TO HOLD SIDEWALK SALE
ON PORTION OF NORTH BROADWAY.

A proposed order directing the Commissioner of Public Works to grant permission to the Uptown Chamber of Commerce to hold a sidewalk sale on that part of North Broadway, from West Sunnyside Avenue to West Ainslie Street for the period extending July 13 through July 15, 1989 during the hours of 9:00 A.M. and 8:00 P.M., which was *Referred to the Committee on Beautification and Recreation*.

Referred-- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF WEST ARGYLE STREET FOR FESTIVAL.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Asian-American Small Business Association of Chicago to close to traffic that part of West Argyle Street, between North Broadway and North Sheridan Road for a street festival during the period of August 19 and 20, 1989, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN STONE (50th Ward):

Referred-- PERMISSION TO HOLD SIDEWALK SALES
AT SPECIFIED LOCATIONS.

Two proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed to hold sidewalk sales at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Congregation Ezra Habonim -- to hold a sidewalk sale in front of 2620 West Touhy Avenue on Sunday, August 20, 1989; and

Northtown Chamber of Commerce -- to hold a sidewalk sale on both sides of West Devon Avenue, between North Bell Avenue and North Kedzie Avenue for the period extending July 13 through July 16, 1989.

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 MADRZYK (13th Ward):

Christian Fellowship Church -- building permit fees for the premises known as 4220 West 59th Street.

BY ALDERMAN GILES (37th Ward):

Healing Center Church of God -- construction of a driveway on the premises known as 4921 West Chicago Avenue.

BY ALDERMAN CULLERTON (38th Ward):

Our Lady of Resurrection Medical Center -- renovation of the intensive care unit on the premises known as 5645 West Addison Street.

BY ALDERMAN EISENDRATH (43rd Ward):

Children's Memorial Hospital/Medical Education Conference Center, 2300 Children's Plaza -- minor remodeling to expand the office area of the Physical Therapy Building on the premises known as 2356 North Lincoln Avenue.

Lutheran General Hospital/Lincoln Park -- repair and replacement of the heating plant on the premises known as 2035 North Lincoln Avenue.

BY ALDERMAN SHILLER (46th Ward):

The Day School -- installation of electrical wiring on the premises known as 800 West Buena Avenue.

BY ALDERMAN STONE (50th Ward):

Ida Crown Academy/Associated Talmud Torahs of Chicago -- extension of the city's communication lines and for the installation of a fire alarm box inside main entrance to the school on the premises known as 2828 West Pratt Avenue.

LICENSE FEE EXEMPTIONS:**BY ALDERMAN MADRZYK (13th Ward):**

Culpepper and Merriweather Circus, Star Route 1, Box 962-A, Buckeye, Arizona 85326.

BY ALDERMAN CARTER (15th Ward):

Lithuanian Montessori Children's Center, 2743 West 69th Street.

CANCELLATION OF WARRANTS FOR COLLECTION:**BY ALDERMAN T. EVANS (4th Ward):**

Chicago Child Care Society, 5647 South University Avenue -- annual fuel burning equipment inspection fee.

BY ALDERMAN BEAVERS (7th Ward):

Ada S. McKinley Foundation, 8458 South Mackinaw Avenue -- annual building inspection fees.

BY ALDERMAN HUELS (11th Ward):

Benton Community Settlement, 3052 South Gratten Avenue -- annual fuel burning equipment inspection fee.

BY ALDERMAN BUTLER (27th Ward):

Chicago Boys Club, 2946 West Washington Boulevard -- building inspection fee.

BY ALDERMAN LAURINO (39th Ward):

Ara Services, c/o North Park College, 5125 North Spaulding Avenue, for their premises located at 5000 North Spaulding Avenue -- public place of assembly inspection fees.

North Park College, 5125 North Spaulding Avenue, for their premises located at 5006 North Spaulding Avenue -- maintenance of "No Parking" signs and surcharge fees.

BY ALDERMAN EISENDRATH (43rd Ward):

Lutheran General/Lincoln Park, 2035 North Lincoln Avenue -- annual fuel burning equipment inspection fee.

BY ALDERMAN M. SMITH (48th Ward):

Self-Help Home, 908 West Argyle Street -- annual maintenance of one private fire alarm box and fuel burning equipment inspection fees (2).

WATER RATE EXEMPTIONS:

BY ALDERMAN BEAVERS (7th Ward):

Christian Church, 2800 East 79th Street.

Christian Church, 7851 South Burnham Avenue (2).

REFUND OF FEES:

BY ALDERMAN T. EVANS (4th Ward):

Pioneer Co-op, 5427 South Dorchester Avenue -- refund in the amount of \$138.00.

BY ALDERMAN EISENDRATH (43rd Ward):

Children's Memorial Hospital, 2400 Children's Plaza -- refund in the amount of \$248.00.

WAIVER OF FEE:

BY ALDERMAN STEELE (6th Ward):

7300 Block Club of South Prairie Avenue, various locations -- waive electrical permit fees for the installation of residential post lights.

APPROVAL OF JOURNAL OF
PROCEEDINGS.

JOURNAL (June 14, 1989).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on June 14, 1989 at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL CORRECTIONS.

(May 10, 1989).

Alderman Laurino moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, May 10, 1989, as follows:

Page 853 -- by inserting the following language immediately subsequent to the first entry under the heading *Restriction Of Vehicular Traffic Movement To Single Direction*:

North/south alley

From the east/west alley north of
East 79th Street to East 78th
Street, between South Constance
and South Creiger Avenues;

Page 860 -- by inserting the following language immediately subsequent to the twelfth entry:

South Hamlin Avenue

At 2309 (except Handicapped
Permit 3750);

Page 860 -- by deleting the public way designation "South Hamlin Avenue" appearing in the third entry from the bottom of the page and inserting in lieu thereof "South Harlem Avenue".

Page 864 -- by deleting the numerical area designation "3676" appearing in the eighth entry and inserting in lieu thereof "5214";

Page 864 -- by deleting the numerical area designation "3596" appearing in the ninth entry and inserting in lieu thereof "2644";

Page 866 -- by inserting the following language immediately subsequent to the seventh entry:

West 58th Street
(North side)

From a point twenty feet west of
SouthHalsted Street to a point
forty-five feet west thereof.

The motion to correct *Prevailed*.

(October 26, 1988.)

Alderman Eisendrath submitted a correction to the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, October 26, 1988, which would delete material appearing on pages 19132 through 19147 and on page 19149 and insert in lieu thereof a Revised Planned Development Manufacturing District dated August 11, 1988, which was *Referred to the Committee on Finance*.

UNFINISHED BUSINESS.

**AMENDMENT NUMBER NINE TO CENTRAL ENGLEWOOD URBAN
RENEWAL PLAN.**

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Housing, Land Acquisition, Disposition and Leases, deferred and published in the Journal of the Proceedings of June 14, 1989, pages 2083 and 2084, recommending that the City Council pass a proposed ordinance approving Amendment Number Nine to the Central Englewood Urban Renewal Plan.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 Department of Urban Renewal Board and the City Council heretofore approved the Central Englewood Urban Renewal Plan, as amended, for the Central Englewood Urban Renewal Area; and

WHEREAS, The Englewood Conservation Community Council, by a unanimous vote, on January 19, 1989, approved Plan Amendment No. 9 to said Plan; and

WHEREAS, The Department of Urban Renewal Board, by Resolution No. 89-DUR-2, adopted on February 21, 1989, approved Plan Amendment No. 9 to said Plan, which amendment is attached hereto, and incorporated in this ordinance; and

WHEREAS, Amendment No. 9 provides for a change in the previous land use map, changing the land use from "Public Parking" to "Residential" for the land south of the Chicago Transit Authority right-of-way south of 63rd Street, between South Peoria Street and South Sangamon Street; and

WHEREAS, The City Council has reviewed Amendment No. 9 and it is the consensus of the City Council that said Plan, as amended, constitutes a Conservation Plan within the

meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan as amended, is in accord with the modern principles of urban planning and within the general recommendations of the Chicago Plan Commission for the area covered thereby, and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 9 to the Central Englewood Urban Renewal Plan, as amended, dated February, 1989, which is incorporated herein by this reference, is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage and approval.

Re-Referred -- TRANSFER OF PARCELS S-2F AND S-2G IN
HYDE PARK-KENWOOD CONSERVATION AREA
TO CHICAGO BOARD OF EDUCATION.

On motion of Alderman T. Evans, the City Council took up for consideration the report of the Committee on Housing, Land Acquisition, Disposition and Leases, deferred and published in the Journal of the Proceedings of June 14, 1989, pages 2085 and 2086, recommending that the City Council pass a proposed ordinance to transfer Parcels S-2F and S-2G in the Hyde Park-Kenwood Conservation Area to the Chicago Board of Education.

After debate, Alderman Burke moved to *Re-refer* the said proposed ordinance to the Committee on Housing, Land Acquisition, Disposition and Leases. The motion *Prevailed* and the said proposed ordinance was *Re-Referred to the Committee on Housing, Land Acquisition, Disposition and Leases* by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Gutierrez, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, M. Smith, Stone -- 26.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Langford, E. Smith, Davis, Figueroa, Giles, Shiller, Orr -- 12.

MISCELLANEOUS BUSINESS.

***Committee Discharged* -- ESTABLISHMENT OF CHICAGO
LOW INCOME HOUSING TRUST FUND.**

Alderman Burke moved to *Discharge* the Committee on Finance from further consideration of a proposed ordinance establishing the Chicago Low Income Housing Trust Fund and approving articles of incorporation and bylaws for said not-for-profit corporation. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the said proposed ordinance was *Passed* by a viva voce vote.

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

The following is said ordinance as passed:

WHEREAS, By ordinance adopted by the City Council of the City of Chicago on March 11, 1987, this City Council did direct the Department of Housing of the City to prepare governing documents for the establishment of a Housing Trust Fund dedicated to addressing the permanent housing needs of residents of the City of Chicago whose income is at or below 50% of the median income of all residents of the City of Chicago; and

WHEREAS, There have been presented to this meeting proposed Articles of Incorporation and Bylaws for an Illinois not-for-profit corporation entitled the "Chicago Low Income Housing Trust Fund" (the "Trust Fund") to administer the Housing Trust Fund contemplated by such ordinance; now, therefore,

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

SECTION 1. Organization And Qualification Of Trust Fund.

The Commissioner of the Department of Housing of the City is authorized and directed to take such steps as may be necessary to enable the Trust Fund to become duly organized and qualified as an Illinois not-for-profit organization listed in Section 501(c)(3) of the Internal Revenue Code of 1986 ("the Code") and exempt from taxation under Section 501(a) of the Code.

SECTION 2. Appointment Of Board Of Directors.

The Board of Directors of the Trust Fund shall consist of 15 persons appointed by the Mayor of the City of Chicago with the advice and consent of the City Council of the City and drawn equally from representatives of three groups: low-income housing residents of Chicago and community-based organizations; business and philanthropic organizations; and representatives at large, including but not limited to community leaders, public officials and religious leaders.

Directors will be appointed for 2-year staggered terms. Initially, 7 of the 15 directors will be appointed for a term expiring December 31, 1989 and 8 of the 15 directors will be appointed for a term expiring December 31, 1990. Directors will be eligible for reappointment.

SECTION 3. Approval Of Articles Of Incorporation.

The form of the Articles of Incorporation of the Trust Fund attached as Exhibit A to this ordinance are hereby approved in substantially the form presented to this meeting.

SECTION 4. Approval Of Bylaws.

The form of the Bylaws of the Trust Fund attached as Exhibit B to this ordinance are hereby approved in substantially the form presented to this meeting.

SECTION 5. Funding Of Trust Fund.

It is hereby directed that at such time as the Trust Fund has been duly organized as a not for profit charitable corporation under the laws of the State of Illinois and has duly applied for recognition of exemption from federal income taxation as an organization under Section 501(c)(3) of the Internal Revenue Code of 1986, the City Comptroller of the City of Chicago shall transfer to the Trust Fund from time to time, as and when received, all amounts derived and to be derived by the City from the Madison-Canal Redevelopment Project (Presidential Towers Project).

SECTION 6. Application For Funding.

Applications for funding of low-income housing projects by the Corporation shall be processed on the basis of guidelines and procedures established by the Board of Directors of the Trust Fund. The Department of Housing is authorized to provide such staff support to the Trust Fund as may be required.

SECTION 7. Annual Reports.

The Trust Fund shall prepare annual reports for public review detailing the growth and allocation of Trust Fund assets. A copy of this report shall be presented annually to the Mayor and the City Council.

SECTION 8. Public Access.

The Trust Fund, in its notice and conduct of meetings, shall comply with the Illinois Open Meetings Act, Ill. Rev. Stat. Ch. 102, Section 41 (1957) et seq. as now enacted or as hereafter amended and with the provisions of the bylaws relating to public access. With respect to providing public access to books, records, minutes and documents, the Trust Fund shall comply with the Illinois Freedom of Information Act, Ill. Rev. Stat. Ch. 116, Section 201 (1985) et seq. as now enacted or as hereafter amended, prescribed for "public bodies".

SECTION 9. Severability.

If any section, paragraph, clause or provision of this ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 10. Ordinance Controlling.

To the extent that any statute, ordinance, resolution or order of the City or any part thereof or any provision of the Articles or Bylaws of the Trust Fund or any resolution adopted by the Trust Fund is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 11. Effective Date.

This Ordinance shall be in full force and effect upon its adoption and approval.

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

Exhibit "A".

*Articles Of Incorporation
(Charter Of Incorporation)*

For

Chicago Low-Income Housing Trust Fund.

We, the undersigned: _____
being natural persons of the age of twenty-one years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Act" of 1986 of the State of Illinois, do hereby adopt the following Articles of Incorporation:

Article I.

Name.

The name of the Corporation is Chicago Low-Income Housing Trust Fund.

Article II.

Purposes.

(a) This Corporation is formed exclusively for charitable and educational purposes, and in connection therewith exclusively for the benefit of, and to assist in carrying out the purposes of, the City of Chicago, Illinois by providing financial and other assistance to address the permanent housing needs of persons whose income is at or below 50% of the median income for the City of Chicago. Included, among others, are the disabled, the elderly, the homeless, single room occupancy (S.R.O.) residents, and low-income families. It is the purpose of the Corporation to fund projects which promote stability and long term affordability for low-income persons. Covenants and other contractual restrictions may be used to insure the stability and long term affordability of the projects assisted. In addition,

it shall be the goal of this Corporation to expand the capital base of the Corporation to between \$20,000,000 and \$25,000,000 within five (5) years after the Corporation is legally incorporated.

(b) Within the framework and limitations of these purposes, this Corporation is organized and shall be operated exclusively for charitable and educational purposes and for its purposes, and not otherwise. This Corporation shall have only such powers as are required by and are consistent with its purposes, including the power to acquire and receive funds and property of every kind and nature whatsoever whether by purchase, conveyance, lease, gift, grant, bequest, legacy or otherwise and to own, hold, expend, make gifts, grants and contributions of, and to convey, transfer, and dispose of any funds and property and the income therefrom for the furtherance of the purposes of this Corporation as hereinabove set forth, or any of them, and to lease, mortgage, encumber and use the same and such other powers which are consistent with the foregoing purposes and which are afforded to this Corporation by the General Not For Profit Corporation Act of 1986 of the State of Illinois, as now enacted or as hereafter amended.

(c) All of the powers of this Corporation shall be exercised only so that this Corporation's operations shall be exclusively within the contemplation of Sections 501(c)(3) and 509(a)(3) of the Internal Revenue Code of 1986.

Article III.

Powers.

In furtherance and not in limitation of the general powers conferred by the laws of the State of Illinois, and the purposes set forth herein, it is expressly provided that the Corporation shall have the following powers:

- (a) to make loans and/or grants to projects which provide permanent, low-income housing for persons at or below 50% of median income for the City of Chicago;
- (b) to enter into, make and perform contracts of every sort and kind with any person, firm, association, corporation, municipality, body politic, housing authority, county, state, or with the federal government or any agency or instrumentality thereof;
- (c) to advance or lend money to any person, firm, association, corporation, municipality, body politic, housing authority, county or state in such manner and upon such terms as is deemed expedient;
- (d) to borrow money, to acquire, own, hold, sell, negotiate, assign, deal in, exchange, transfer, mortgage, pledge or otherwise dispose of mortgages, notes, evidences of indebtedness, and all other securities or choses in action issued or created by any person, firm, association, corporation, municipality, body politic, housing authority,

county, state, or with the federal government or any agency or instrumentality thereof;

(e) to acquire by gift, lease, purchase, lease back, mortgage, deed of trust or otherwise, real estate or any interest therein from others;

(f) to sell, lease, sublease or otherwise make available to any person, firm, association, corporation, municipality, body politic, housing authority, county or state any real estate or interest therein acquired by the Corporation;

(g) to encourage applications for use of the corporate funds for projects developed by not-for-profit and community based developers;

(h) to do everything necessary, proper, convenient or incident to effect any or all of the purposes for which the Corporation is organized; and

(i) without limiting the generality of the foregoing, this Corporation shall have all the powers, privileges, rights and immunities necessary or convenient for carrying out the purposes for which this Corporation is formed, and the directors hereby claim for this Corporation all the benefits, privileges, rights and powers created, given, extended or conferred, now or hereafter, by the provisions of all applicable laws of the State of Illinois, pertaining to not-for-profit corporations and any additions or amendments thereto.

This Corporation shall not afford pecuniary gain, incidentally or otherwise, to its members, and no part of the net income or net earnings of this Corporation shall inure to the benefit of any member, private shareholder or individual, and no substantial part of its activities shall consist of carrying on propaganda or otherwise attempting to influence legislation. This Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidates for public office.

This Corporation shall not lend any of its assets to any officer or director or member of this Corporation or to any close relative of any such person or guarantee the repayment of a loan made to any such person. The term "close relative" as used herein shall mean any brother or sister of any director or officer, the forbearers and descendants of a director or officer or any such brothers or sisters or any spouse of a director or officer or any of the aforesaid persons.

All references in these Articles of Incorporation to sections of the Internal Revenue Code of 1986 include any provisions thereof adopted by future amendments thereto any cognate provisions in future Internal Revenue Codes to the extent such provisions are applicable to this Corporation.

*Article IV.**Period Of Existence.*

The duration of the Corporation shall be perpetual. The date and time of the commencement of the corporate existence shall be upon filing.

*Article V.**Initial Registered Office And Initial Resident Agent.*

The street address of the initial registered office of the Corporation in the State of Illinois is c/o Department of Housing, City of Chicago, 318 South Michigan, Chicago, Illinois 60604 and the name of the initial registered agent is George Stone, whose address is c/o Department of Housing, City of Chicago, 318 South Michigan, Chicago, Illinois 60604.

*Article VI.**Membership.*

The Corporation is organized on a nonstock basis only. There shall be no shareholders or difference in classes of membership, but the members of the Board of Directors shall be the members of the Corporation, and this Corporation shall be deemed to be performing essential public functions.

Article VII.

The management and direction of the business of this Corporation shall be vested in its Board of Directors which shall consist of fifteen (15) members appointed by the Mayor of the City of Chicago with the consent of the City Council of the City of Chicago. Any vacancy in the Board of Directors shall be filled by the Mayor of the City of Chicago with the consent of the City Council of the City of Chicago. In the event of a vacancy in the Board of Directors, the Mayor of the City of Chicago shall announce the vacancy and solicit recommendations of candidates for the vacancy from all interested community groups and individuals who have requested such notice in writing.

The term of office, powers, authorities and duties of the directors of this Corporation, the time and place of their meetings and such other regulations with respect to them as are not inconsistent with the express provisions of these Articles of Incorporation shall be as specified from time to time in the Bylaws of this Corporation.

Article VIII.

The first Board of Directors shall consist of fifteen (15) persons. The names and addresses of the first directors of this Corporation, who shall serve until their respective successors have been selected and qualified, are as follows:

Name	Residence	Term
------	-----------	------

Article IX.

The names and addresses of the incorporators of this Corporation are as follows:

Name	Post Office Address
------	---------------------

Article X.

Bylaws.

The business and conduct of affairs of the Corporation shall be regulated by Bylaws adopted by the vote of not less than two-thirds of the members of the Board of Directors. The Bylaws shall not be inconsistent with these Articles of Incorporation.

Article XI.

*Provisions For Regulation And Conduct Of The
Affairs Of The Corporation.*

Other provisions, consistent with the laws of the State of Illinois, for the regulation and conduct of the affairs of this Corporation, and creating, defining, limiting or regulating the powers of this Corporation or of the directors are as follows:

(a) The Corporation is a not-for-profit, nonstock Corporation and no part of the income, profits or assets of the Corporation shall ever be distributed to, or inure to the benefit of, any member, director or officer, but shall be used only for charitable low-income housing purposes as provided herein.

(b) All of the assets of the Corporation shall be held in trust for the purposes herein mentioned, including the payment of all of the Corporation's liabilities. Upon dissolution of the Corporation, title to or other interest in any real or personal property that is owned by the Corporation at such time, after the payment of all of its liabilities shall vest in and be transferred to the City of Chicago.

Article XII.

Public Access.

The business of the Corporation shall be conducted open to the public; and the Board shall encourage public participation in the affairs of the Corporation to the maximum extent possible.

Article XIII.

Amendments.

These Articles of Incorporation may be altered, amended or repealed by the affirmative vote of two-thirds of the directors of the Board. All alterations, amendments, repeals and additions of these Articles shall be made by formal resolution at a Board meeting and voted on by the Board at a subsequent meeting. Notwithstanding the foregoing, paragraph A of Article XII shall not be altered, amended or repealed.

In Witness Whereof, The undersigned, the incorporators of the above-mentioned Corporation have hereunto signed, acknowledged and delivered this Articles of Incorporation this _____ day of _____, 1988.

[Signature forms omitted for printing purposes.]

Exhibit "B".

Bylaws.

Chicago Low-Income Housing Trust Fund.

Article I.

Members.

Section 1.1 Members.

The Corporation is organized as a not-for-profit corporation under the "General Not-For-Profit Corporation Act of 1986" of the State of Illinois (the "Act") and the initial members of the Corporation shall be the persons named Directors in the Articles of Incorporation, and appointment by the Mayor of the City of Chicago to the Board of Directors with the consent of the City Council of the City of Chicago constitutes, without further action, election to membership in the Corporation. Termination of membership on the Board of Directors for any reason shall constitute, without further action, termination of membership in the Corporation.

Article II.

Rights And Liabilities Of Directors.

Section 2.1 Property Interest Of Directors.

No director of the Corporation shall have any right, title or interest in or to any property or assets of the Corporation, either prior to or at the time of any liquidation or dissolution of the Corporation, all of which properties and assets shall at the time of any liquidation or dissolution vest in and be transferred to the City of Chicago.

Section 2.2 Non-Liability For Debts.

The private property of the directors shall be exempt from execution or other liability for any debts of the Corporation and no director shall be liable or responsible for any debts or liabilities of the Corporation.

Section 2.3 Indemnification Of Directors.

The Corporation shall indemnify all officers, directors, agents and employees of the Corporation to the full extent permitted by the Act and shall be entitled to purchase insurance for such indemnification or other coverage for the officers, directors, agents and employees to the full extent as determined from time to time by the Board of Directors (the "Board").

Article III.

Directors.

Section 3.1 General Powers.

The business and affairs of the Corporation shall be managed by a Board of fifteen (15) directors which shall exercise all of the powers of the Corporation.

Section 3.2 Terms Of Office.

The Board of Directors shall consist of 15 persons appointed by the Mayor of the City of Chicago with the advice and consent of the City Council and drawn equally from representatives of three groups: low-income housing residents of Chicago and community-based organizations; business and philanthropic organizations; and representatives at large, including but not limited to community leaders, public officials and religious leaders.

Directors will be appointed for 2-year staggered terms. Initially, 7 of the 15 directors will be appointed for a term expiring December 31, 1989 and 8 of the 15 of the directors will be appointed for a term expiring December 31, 1990. Directors will be eligible for reappointment.

Any director may resign with such resignation effective upon notice to the President and the Mayor of the City of Chicago. The Mayor of the City of Chicago may remove any member of the Board in case of fraudulent or dishonest conduct, gross abuse of position to the detriment of the Corporation, incompetency or neglect of duty. The Mayor of the City of Chicago shall give such director a written copy of the charges against him and an opportunity to be heard in defense at a special meeting of the Board of Directors. If a director shall abandon office or in case of death or conviction of a crime, a vacancy shall be immediately declared by the President without further board action.

Section 3.3 Compensation.

Neither directors nor officers shall receive any salary for their services. No director or officer shall receive compensation for service to the Corporation in any other capacity, nor shall any close relative of a director or officer receive compensation for serving the Corporation. The term "close relative" as used herein shall mean any brother or sister of any director or officer, the forbearers and descendants of a director or officer or any such brother or sister and any spouse of a director or officer or any aforesaid person.

Article IV.

Meetings Of Directors.

Section 4.1 Regular Annual Meeting.

The regular annual meeting of the Board shall be held on the first _____ in of _____ each year, beginning with the year 1988, at such place in the City of Chicago, Illinois, as shall be designated in the notice of the meeting, or if no designation is made, at the principal office of the Corporation in this State, for the purpose of electing officers, passing upon reports of the previous fiscal year and transacting such other business as may come before the meeting. If the day fixed for the annual meeting shall fall on a legal holiday, such meeting shall be held on the next succeeding business day. Failure to hold the annual meeting at the time designated shall not work a forfeiture or dissolution of the Corporation and in the event of such failure, the annual meeting shall be held within a reasonable time thereafter.

Section 4.2 Special Meetings.

Special meetings of the Board may be called by the President or by any director, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. The President or the director calling the meeting shall fix the time and place for the holding of the meeting.

Section 4.3 Notice Of Board Meeting.

Written notice of the time, place and purpose of any special meeting of the Board shall be delivered to each director not less than three business days previous thereto either personally or by mail, by or at the direction of the Secretary, the President or the director calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his address as it appears on the records of the Corporation with postage thereon prepaid.

Section 4.4 Quorum.

A majority of the then members of the Board shall constitute a quorum, provided that if less than such majority of the directors is present at said meeting, a majority of the directors present may adjourn the meeting from time to time; and provided further that the Secretary shall notify the absent directors of the time and place of such adjourned meeting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

Article V.

Officers.

Section 5.1 Number.

The officers of the Corporation shall be a President, Vice President, Secretary and Treasurer and such other officers as may be determined by the Board from time to time to perform such duties as may be designated by the Board. All officers of the Corporation shall be drawn from members of the Board.

Section 5.2 Election And Term Of Office.

The officers shall be elected by ballot annually by the Board at the regular annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until the next regular annual meeting of the Board or until his successor shall have been elected. Except as otherwise provided in these Bylaws, a vacancy in any office shall be filled by the then existing Board for the unexpired portion of the term.

Section 5.3 Removal Of Officers And Agents By Board.

Any officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Corporation will be served thereby.

Section 5.4 President.

The President:

(a) shall be the principal executive officer of the Corporation, shall in general supervise and control all of the business and affairs of the Corporation, and unless otherwise determined by the Board, shall preside at all meetings of the members and the Board;

(b) may sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board, or by these Bylaws, to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and

(c) shall in general perform all duties incident to the office of the President and such other duties as may be prescribed by the Board from time to time.

Section 5.5 Vice President.

In the absence of the President or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall also perform such other duties as from time to time may be assigned to him by the Board.

Section 5.6 Secretary.

The Secretary shall:

(a) keep the minutes of the meetings of the members and the Board in one or more books provided for that purpose;

(b) see that all notices are duly given in accordance with these Bylaws or as required by law;

- (c) be custodian of the corporate records and of the seal of the Corporation and affix the seal of the Corporation to documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws;
- (d) keep a register of the names and post office addresses of all directors;
- (e) have general charge of the books of the Corporation;
- (f) keep on file at all times a complete copy of the Articles of Incorporation and Bylaws of the Corporation containing all amendments thereto (which copy shall always be open to the inspection of any director), and at the expense of the Corporation, forward a copy of the Bylaws and of all amendments thereto to each director; and
- (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be prescribed by the Board.

Section 5.7 Treasurer.

The Treasurer shall:

- (a) have charge and custody of and be responsible for all funds and securities of the Corporation;
- (b) be responsible for the receipt of and the issuance of receipts for all monies due and payable to the Corporation and for the deposit of all such monies in the name of the Corporation in such bank or banks, trust companies or other depositories, as shall be selected in accordance with the provisions of these Bylaws; and
- (c) in general perform all the duties incident to the office of Treasurer, and such other duties as from time to time may be prescribed by the Board.

Section 5.7 Fidelity Bonds.

The Corporation shall procure such fidelity and errors and omission insurance policies as may be determined appropriate by the Board of Directors covering the acts and activities of the officers, employees and agents of the Corporation.

Article VI.

Non-Profit Operation.

The Corporation shall at all times be organized and operated on a non-profit basis for the charitable purposes for which it was created and no interest or dividends shall be paid or payable by the Corporation to any director or member as such.

Article VII.

Financial Transactions.

Section 7.1 Approval Of Projects And Annual Budget.

Each project to be undertaken by the Corporation and the annual budget of the Corporation are subject to the prior approval of the Board of Directors.

Section 7.2 Contracts.

Except as otherwise provided in these Bylaws, the Board may authorize any officer or officers, agent or agents, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 7.3 Deposits.

All funds of the Corporation shall be deposited from time to time as and when received from any source to the credit of the Corporation in such bank or banks, trust companies or other depositories with a reasonable return as the Board may select.

Section 7.4 Gifts.

The Board may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or any special purpose of the Corporation.

Section 7.5 Conflicting Relations Or Interests.

(a) No members of the Board of Directors, officers, agents, employees, or close relatives of the directors, officers, agents or employees of the Corporation shall in his or her own name or in the name of a nominee or trustee, be a director, officer, or hold an ownership interest of more than 7-1/2% in any person, association, trust, corporation, partnership or other entity which is, in its own name or in the name of a nominee or trustee, a party to a contract, agreement, project or funding application upon which the member of the Board of Directors, officer, agent, employee or close relative of the director, officer, agent or employee may be called upon to act or vote.

(b) With respect to such interest and to any other direct, or indirect interest in a contract, agreement, project or funding application, the director, officer, agent, employee or close relative shall fully disclose the same to the Secretary of the Corporation prior to the taking of final action by the Corporation concerning such contract, agreement, project or funding application and shall so disclose the nature and extent of such interest and his or her acquisition thereof, which disclosures shall be publicly acknowledged by the Corporation and entered upon the minutes of the Corporation. If a director, officer, agent, employee or close relative thereof holds such an interest then he or she shall refrain from further official involvement in regard to such contract, agreement, project or funding application, from voting on any matter pertaining to such contract, agreement, project or funding application, from communicating with other directors of the Corporation or its officers, agents, employees or close relatives concerning said contract, agreement, project or funding application; and the presence of such interested director, officer, agent, employee or close relative shall not be counted towards determining whether a quorum is present for a meeting. Notwithstanding the foregoing, any contract or agreement entered into in conformity with this Section 7.5 shall not be void or invalid by reason of the interest described in this subsection, nor shall any person so disclosing the interest and complying with this Section 7.5 be guilty of an offense, be removed from office or be subject to any penalty or account of such interest.

(c) Any contract or agreement made in violation of paragraphs (a) and (b) of Section 7.5 shall be null and void and give rise to no action against the Corporation. No real estate to which a director, officer, agent, employee or close relative of the Corporation holds legal title or in which such person has any beneficial interest, including any interest in a land trust, shall be purchased by the Corporation or by a not for profit corporation or limited-profit entity for a project to be funded by the Corporation. All directors, officers and employees of the Corporation shall file annually with the Corporation a record of all real estate in this state to which such person holds legal title or in which such person has any beneficial interest, including any interest in a land trust. In the event it is later disclosed that the Corporation has purchased real estate in which a director, officer, agent, employee or close relative had an interest, such purchase shall be voidable by the Corporation and the director, officer, or employee shall be disqualified from holding office as a director or officer of or employment by the Corporation.

(d) The term "close relative" as used herein shall be used as defined in these Bylaws.

Article VIII.

Books, Records And Audits.

Section 8.1 Books And Records.

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and of any committees having any of the authority of the Board and shall keep at the registered or principal office a record giving the names and addresses of the directors and shall keep such books, records and minutes open for public inspection in compliance with the Freedom of Information Act, Ill. Rev. Stat. Ch. 116, §201 (1985) et seq. as now enacted or as hereafter amended. The Corporation's books and records shall include all public comments submitted to the Board in writing.

Section 8.2 Principal Office.

The principal office of the Corporation shall be c/o Department of Housing, City of Chicago, 318 South Michigan Avenue, Chicago, Illinois 60604, unless otherwise changed by resolution of the Board.

Article IX.

Miscellaneous.

Section 9.1 Waiver Of Notice For Meetings.

Any director may waive in writing any notice of a meeting required to be given by these Bylaws. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting by such director, except in case a director shall attend a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting has not been lawfully called or convened.

Section 9.2 Rules And Regulations.

The Board shall have power to make and adopt such rules and regulations not inconsistent with law, the Articles of Incorporation, or these Bylaws, as it may deem advisable for the management of the business and affairs of the Corporation.

Article X.

Seal.

The Board shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the word "Seal" or "Corporate Seal".

Article XI.

Waiver Of Notice.

Whenever any notice is required to be given under the provisions of the laws of the State relating to not-for-profit corporations or under the provisions of the Articles of Incorporation or the Bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Article XII.

Amendments To Bylaws.

These Bylaws may be altered, amended or repealed and new bylaws may be adopted by the affirmative vote of three-fourths of the directors of the Board. All alterations, amendments, repeals and additions of Bylaws shall be made by resolution and voted on by the Board at a subsequent meeting.

Article XIII.

Public Access.

Except as otherwise provided in these Bylaws, the corporation shall comply with the Open Meetings Act, Ill. Rev. Stat. Ch. 102, Section 41 (1957) et seq. as now enacted or as hereafter amended.

- (a) Public hearings on projects submitted to the Corporation for funding shall be held at meetings of the Board of Directors before any funding decision is made on a project. The Corporation shall also accept written comments by the public which will be kept as part of the Corporation's books and records.
- (b) Each person addressing the Board shall have a maximum of ten (10) minutes to speak on each project.
- (c) Portions of meetings or hearings during which the financial background of the promoters, developers, owners, managers or contractors of a project submitted to the Corporation for funding is being discussed shall be an additional exception with those exceptions listed in Ch. 102, Section 42 "All official meetings open to the public -- Exceptions".
- (d) The Board will prepare annual reports for public review describing the growth and allocation of funds.
- (e) The Board will not make changes in its written policies, rules or guidelines without holding either public hearings or providing for public comments at all meetings. Any such proposed changes must be provided to the directors, officers, and all other interested parties, community groups and individuals prior to the meeting through the use of official notices and mailings.
- (f) The Corporation shall comply with the Freedom of Information Act, Ill. Rev. Stat. Ch. 1165, §201 (1985) et seq. as now enacted or as hereafter amended and the officers shall make all records, books, minutes and other documents of the Corporation open for public inspection, except as provided in the Freedom of Information Act.
- (g) The Board shall prepare and maintain a mailing list of interested community groups, individuals and others who request to be included on the mailing list and shall provide official notice of all meetings to those on the mailing list as set forth in the Open Meetings Act, Ill. Rev. Stat. Ch. 102, §41 (1957) et seq. as now enacted or as hereafter amended.
- (h) The Board shall prepare an Agenda for all meetings for distribution with the official notice to those on the mailing list and no action shall be taken without notice and inclusion of the business on the Agenda, except as specifically provided in the Open Meetings Act.
- (i) The Board shall report all requests for project funding at a meeting and shall not take final action on a funding proposal until at least the subsequent meeting and there has been adequate opportunity for public input in the form of verbal and written comments.

CONSENT CALENDAR RESOLUTIONS.

On motion of Alderman Burke, the proposed resolutions presented through the Consent Calendar were *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

Sponsored by the aldermen named below, respectively, said consent calendar resolutions, as passed, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

ALDERMAN BEAVERS (7th Ward):

*AUGUST 14 -- 20, 1989 DECLARED "JOE LOUIS THE CHAMP
GOLF COURSE WEEK" IN CHICAGO.*

WHEREAS, A great new \$5 Million golf facility, the Joe Louis the Champ Golf Course, at 13100 South Halsted Street in suburban Riverdale, is scheduled for its grand opening and dedication August 14 to 20, 1989; and

WHEREAS, The grand opening of Joe Louis the Champ Golf Course is the result of a year's planning by a committee headed by Circuit Court Judge Earl E. Strayhorn. Honorary official chairmen of the event are Governor James R. Thompson, Mayor Richard M. Daley, Cook County Board President George Dunne and Mayor Frank J. Heenan of Riverdale; and

WHEREAS, Many special events are planned for this festive week, including tournaments, celebrity appearances, golf clinics, and an invitation will be extended to members of Mayor Daley's Summer Youth Employment Program to join the hundreds of spectators expected to watch tournament play and golf action; and

WHEREAS, Joe Louis the Champ Golf Course is in the same location as the former Pipe O'Peace Golf Course, is part of the Cook County Forest Preserve District and will be operated by the Cook County Board of Commissioners. Planning for the course was developed by a committee headed by Bishop L. H. Ford, pastor of St. Paul Church of God in Christ. Bishop Ford is a civic leader and also a golfer, and under this committee the 18-hole golf course has been expanded, renewed and refreshed. It was at Pipe O'Peace Golf Course that Joe Louis learned to play golf, and the new course is a fitting tribute to this great Champion of Champions; now, therefore,

Be It Resolved, That the City of Chicago of the City of Chicago hereby declares the week of August 14 -- 20, 1989, be known as "Joe Louis The Champ Golf Course Week In Chicago", and directs all public attention to the many events planned around the grand opening and dedication of this outstanding sports facility.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MRS. CATHERINE SMITH BEDORE.

WHEREAS, Catherine Smith Bedore, the dearly beloved wife of the late Frederick G. Bedore, has passed away at the age of 81; and

WHEREAS, Catherine Smith Bedore was also the devoted mother of Frederick (Dorothy), Joan (John) Bedalow, Raymond (Maureen), Donald (Ellen), Eugene, Mary (Scott) Herrick and Joseph (Penny); and

WHEREAS, Catherine Smith Bedore was the loving grandmother of 22 and the great-grandmother of 14; and

WHEREAS, Catherine Smith Bedore is also the fond sister of Raymond Smith and the late Richard, Florence, Irene, Delroy and Albert, and aunt to many nieces and nephews; and

WHEREAS, Catherine Smith Bedore was a fine citizen of the 11th Ward community, where she and her family have participated in many activities; and

WHEREAS, Catherine Smith Bedore was a long standing member of the Nativity of Our Lord Seniors; and

WHEREAS, Catherine Smith Bedore will be greatly missed by her many family members and friends whose lives she had touched; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 28th day of June in 1989, do hereby mourn the death of Catherine Smith Bedore, a loving wife and mother, and friend to many, and may we also extend our deepest sympathy to her children, grandchildren, great-grandchildren, family members and friends; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Catherine Smith Bedore.

CONGRATULATIONS EXTENDED TO MR. AND MRS.
JOHN FITZPATRICK ON THEIR SILVER
WEDDING ANNIVERSARY.

WHEREAS, John and Judy Fitzpatrick celebrated twenty-five years of wedded bliss on May 9, 1989; and

WHEREAS, John and Judy are longtime residents of the great 11th Ward of the City of Chicago where they have been outstanding citizens; and

WHEREAS, John and Judy Fitzpatrick exemplify the goals to which most humans aspire, typifying the togetherness, warmth and sense of mutual accomplishment that are key factors in an inevitable twenty-five years of marriage; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 28th day of June in 1989, do hereby extend our heartiest congratulations to John and Judy Fitzpatrick on this very happy occasion of their twenty-fifth anniversary and may we also extend our very best wishes to them both in the many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for John and Judy Fitzpatrick.

CONGRATULATIONS EXTENDED TO MRS. DELORES HELLER ON
HER SIXTY-FIFTH BIRTHDAY CELEBRATION.

WHEREAS, Delores Heller, the loving wife of Raymond and the devoted mother of John Plezbert and Ava Anthony, will be celebrating her 65th birthday on August 17, 1989; and

WHEREAS, Delores Heller has been a lifetime parishioner of Santa Lucia and was instrumental in the founding of the Santa Lucia School at 3022 South Wells Street; and

WHEREAS, Delores Heller serves as a volunteer Auxiliary Police Officer in the 9th Police District; and

WHEREAS, Delores Heller has served the 11th Ward Democratic Organization for the past 35 years as a Judge of Election; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 28th day of June in 1989, do hereby extend our warmest wishes to Delores Heller, a loving wife, mother and friend to many; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Delores Heller.

TRIBUTE TO LATE MR. "TIGER JOE" MARSH.

WHEREAS, "Tiger Joe" Marsh was born Joseph Marusich, 77 years ago in the South Chicago community; and

WHEREAS, His family later moved to Bridgeport, in the area of 24th and Wentworth; and

WHEREAS, Later taking the name of "Tiger Joe" he began a professional wrestling career in 1927 that led to a world championship; and

WHEREAS, In the 1950's movie director Elia Kazan started Mr. Marsh's movie career. Movie credits include "Viva Zapata", "On the Waterfront", "Teahouse of the August Moon", "Panic in the Streets", "The Tall Men", and "The Joe Louis Story"; and

WHEREAS, Mr. Marsh usually played the villain's role, but didn't mind because "they always remember the villain"; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 28th day of June in 1989, do hereby mourn the death of "Tiger Joe" Marsh, a fine athlete, actor and friend, and extend our deepest sympathy to his brother Anthony Marusich and the Bridgeport community where he will be greatly missed by all; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of "Tiger Joe" Marsh.

TRIBUTE TO LATE MR. STANLEY "STOSH" MATEJA.

WHEREAS, Stanley "Stosh" Mateja, the beloved husband of the late Ethel, nee Schultz, has passed away at the age of 73; and

WHEREAS, Stanley "Stosh" Mateja, is the dear brother of Marie Swierczynski, John (Daisy), Frank, Angeline Kmak and Edwin (Rosemary), and the fond uncle and great-uncle of many nieces and nephews; and

WHEREAS, Stanley "Stosh" Mateja, served the Bridgeport community as the newspaper vendor at 31st and Halsted for more than 40 years; and

WHEREAS, Stanley "Stosh" Mateja began his career in the newspaper business as a youth, when he sold the old *Herald-Examiner* on the corner of Van Buren and Halsted; and

WHEREAS, Stanley "Stosh" Mateja later worked as a driver's helper for the Tribune before taking on the newsstand; and

WHEREAS, Stanley "Stosh" Mateja had among his many customers and friends, Mayors Richard J. Daley, Michael Bilandic and Richard M. Daley; and

WHEREAS, Stanley "Stosh" Mateja will be greatly missed by his many family members and friends whose lives he has touched; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 28th day of June, 1989, do hereby mourn the death of Stanley "Stosh" Mateja, a loving husband, brother and uncle, and friend to many, and we also extend our deepest sympathy to his family members and friends; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Stanley "Stosh" Mateja.

TRIBUTE TO LATE MS. ELEANOR V. MC MAHON.

WHEREAS, Eleanor V. McMahon, 84 years of age, was laid to rest on May 10th, 1989; and

WHEREAS, Eleanor V. McMahon, was the loving daughter of the late Michael and Agnes (nee O'Connor) McMahon, beloved sister of Mae (the late Edward) Costello, Alice (the late Carl) Wolfe and the late John (Eleanor) Hurst and Agnes (Walter) Luebke, and fond aunt of many nieces and nephews; and

WHEREAS, Eleanor V. McMahon had achieved great success in her many memberships to various organizations such as Catholic Daughters of America, Gold Star member of St. Gabriel Women's Club, St. John and Baptist Sodality, the Friendly Club of St. Gabriel Sr. Citizens, the Telephone Pioneers of America and a 44-year employee of Illinois Bell Telephone Company; and

WHEREAS, Eleanor V. McMahon will be greatly missed by her many relatives and good friends; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 28th day of June in 1989, do hereby mourn the death of Eleanor V. McMahon, a loving daughter, sister, aunt, relative and friend, and extend our sympathy to her family and friends, and to the parish of St. Gabriel's where she will be greatly missed by all; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Eleanor V. McMahon.

**CONGRATULATIONS EXTENDED TO MRS. AND MRS.
JOSEPH SHARCKY ON THEIR GOLDEN
WEDDING ANNIVERSARY.**

WHEREAS, Joseph and Cecila Sharcky celebrated fifty years of wedded bliss on May 6, 1989; and

WHEREAS, Mr. and Mrs. Sharcky are longtime residents of the great 11th Ward of the City of Chicago where they have been outstanding citizens; and

WHEREAS, Mr. and Mrs. Sharcky exemplify the goals to which most humans aspire, typifying the togetherness, warmth and sense of mutual accomplishment that are key factors in an inevitable fifty years of marriage; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 28th day of June in 1989, do hereby extend our heartiest congratulations to Mr. and Mrs. Joseph Sharcky on this very happy occasion of their fiftieth anniversary and may we also extend our very best wishes to them both in the many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Joseph and Cecila Sharcky.

*CONDEMNATION OF GOVERNMENT OF YUGOSLAVIA FOR HUMAN
RIGHTS ABUSES AND EXPRESSION OF SUPPORT
FOR CROATION COMMITTEE FOR
HUMAN RIGHTS.*

WHEREAS, The leading Croation human and religious rights activist, Dobroslav Paraga, has brought his message of human rights abuses and terror in Yugoslav jails to the citizens of the United States, especially to Chicagoans; and

WHEREAS, Dobroslav Paraga was tried of three occasions by Yugoslav courts, the initial charge being that he authored a petition to free all political prisoners in Yugoslavia; and

WHEREAS, Mr. Paraga sued the Communist government of Yugoslavia for injuries to his person, both physical and psychological, and for abuse of government powers; and

WHEREAS, The Yugoslav government, in an attempt to prevent an investigation of their abuses, forbade Mr. Paraga in 1987 to publicly speak out in any way about his experiences as a political prisoner and his continuous struggle for freedom and democracy; and

WHEREAS, Dobroslav Paraga risks being jailed upon his return to his family for sharing the truth with us; and

WHEREAS, Yugoslavia today has more political prisoners (2,500) than any other Eastern European state; and

WHEREAS, Dobroslav Paraga represents the Croations, Slovenians, Albanians, and all those in Yugoslavia whose human rights have been denied; and

WHEREAS, In many instances, political prisoners adopted by Amnesty International, having served their sentences, continue to suffer harassment, surveillance, and denial of their human and civil rights; and

WHEREAS, More than 10,000 citizens of Yugoslavia have for political reasons been denied the right to bear a passport so as to freely travel outside of that country; and

WHEREAS, Yugoslavia continues its course of flagrant human rights abuses in violation of the Helsinki Accords, most recently by a de facto military dissolution of the autonomy of the Kosova province which led to massive peaceful demonstrations by hundreds of thousands of Albanians of which some 200 were murdered and 1,500 arrested by the military and special security forces; now, therefore,

Be It Resolved, That the citizens of Chicago, through their governing body, the Mayor and the City Council of the City of Chicago, gathered on this 28th day of June in 1989, wholeheartedly support the efforts of the Croation Committee for Human Rights, headed by Dobroslav Paraga, in exposing and holding accountable the Yugoslav government,

condemn Yugoslavia for its abuse of human rights, and demand that these violent acts cease and that all political prisoners be freed; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Dobroslav Paraga.

Presented By

ALDERMAN FARY (12th Ward):

**CONGRATULATIONS EXTENDED TO REVEREND JOSEPH F. MYTYCH
ON HIS GOLDEN ANNIVERSARY OF ORDINATION
TO PRIESTHOOD.**

WHEREAS, Reverend Joseph F. Mytych, Pastor Emeritus of Saints Peter and Paul Parish, 3745 South Paulina, is distinguished among Chicago clergymen for his incomparable leadership, his devotion to our City and its neighborhoods and his gifts as a pastoral leader; and

WHEREAS, His contribution to his parish and community witness his vision and enthusiasm as a great organizer; and

WHEREAS, Father Mytych has embraced the priesthood and devoted his talent and energy over the years to teaching and in guiding the christian life; and

WHEREAS, Reverend Joseph F. Mytych celebrated his golden anniversary in the priesthood on April 16th, 1989; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered this 28th day of June, 1989 do hereby extend our warmest greetings and congratulations to Reverend Mytych who celebrates a christian life of dedication to his flock and devotion to God and the church; and

Be It Further Resolved, That a suitable copy of this resolution be prepared by the Clerk of the City of Chicago and presented to Reverend Joseph F. Mytych.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MS. FRAN ALLISON.

WHEREAS, Fran Allison is a heroine and a star to countless children of all ages through her work on the groundbreaking television program "Kukla, Fran, and Ollie"; and

WHEREAS, Fran Allison was born in the small town of La Porte City in the neighboring state of Iowa; and

WHEREAS, She began her professional show business career here in Chicago in 1937 as a vocalist on Don McNeill's popular "Breakfast Club" radio program; and

WHEREAS, She became known and loved around the country when she collaborated with puppeteer Burr Tillstrom to create a television show for WBKB-TV, which first appeared on the air in 1948; and

WHEREAS, For the next 10 years, the Kukla, Fran and Ollie show went on to become one of the most popular shows on television during the period that has since come to be known as "The Golden Age of Television", and at one point the show was receiving 15,000 fan letters each day; and

WHEREAS, Fran Allison's work here in the Windy City earned her the uncontested title of "First Lady of Chicago Broadcasting", through this and subsequent work up until the late 1960's; and

WHEREAS, She remained active in television and as a speaker at conferences on the aging; and

WHEREAS, She passed away on Tuesday, June 13, 1989 at the age of 81; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of June, 1989, do hereby pay tribute to Fran Allison for her immeasurable contribution to the spirit and welfare of both children and adults and for her pioneering role in the growth and development of broadcasting here in Chicago through her work on the Kukla, Fran and Ollie show and other shows; and

Be It Further Resolved, That a suitable copy of this resolution be presented to her surviving brother, Lynn.

*COMMENDATIONS EXTENDED TO CONSUL GENERAL PETER GUNNING
FOR HIS OUTSTANDING EFFORTS IN FOSTERING
IRISH/AMERICAN RELATIONS IN
CHICAGO.*

WHEREAS, Peter Gunning was born in Dublin, Ireland in 1951 and has served as Consul General of Ireland here in Chicago since July, 1985; and

WHEREAS, Mr. Gunning has had a distinguished career to date, which began after his graduation from Blackrock College in Dublin in 1974 with a masters degree in chemistry; and

WHEREAS, He joined the Department of Foreign Affairs and served in the Dublin headquarters from 1974 -- 1976; and

WHEREAS, He served as the Third Secretary at the Irish Embassy in Moscow from 1976 -- 1978; and

WHEREAS, He went on to become the Charge d'Affaires of the Irish Embassy in Tehran, Iran, from 1978 -- 1981; and

WHEREAS, He subsequently served for four years as the head of the Middle East Section of the Department of Foreign Affairs in Dublin, until his appointment in July of 1985 here in Chicago; and

WHEREAS, He is a member of the Board of Directors of the Irish Fellowship Club of Chicago; he has worked with the Club to publish a "Guide for the New Irish in Chicago;" he has been a tireless supporter of all Irish-American groups in Chicago, and he is a friend to the city's Irish-American community; and

WHEREAS, He is returning with his American-born wife, Mary, and his two daughters Caitriona and Gillian, to his native Ireland to take up a new position in the Economic Division of the Department of Foreign Affairs; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of June, 1989, do hereby commend Mr. Gunning for his outstanding efforts in fostering Irish and American relations, in contributing to Chicago's cultural enrichment, in helping ease the transition for countless new Irish immigrants, and for his work with the Irish Fellowship Club; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Consul General Peter Gunning.

TRIBUTE TO LATE MR. MILLARD HANSEN.

WHEREAS, The late Millard Hansen was well-known to many Chicagoans as the anchorman on WBBM Newsradio, and he was an important and respected member of the city's distinguished journalism community; and

WHEREAS, Mr. Hansen was born in Oak Park, raised in Cicero and made his home in La Grange Park; and

WHEREAS, His broadcasting career encompassed news and music on a number of Chicago stations, including WCFL and WLS, and he also worked in television on Channel 11, WTTW and on NBC and ABC in both news and sports; and

WHEREAS, He also worked in the nation's capital providing top-quality coverage of, among other things, the Watergate hearings; and

WHEREAS, For the last 14 years with WBBM he has made the phrase "Millard Hansen at the anchor desk," a familiar and welcome sound to millions of Chicagoans who have relied on him for objective, accurate and useful news and information; and

WHEREAS, He passed away on Thursday, June 15, at the age of 58; and

WHEREAS, He has enhanced the credit and earned the respect of those in his profession and also those of us he covered during his distinguished broadcasting career and he will be missed by the many who listened to him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of June, 1989, do hereby pay tribute to Millard Hansen for his contribution to the people of Chicago, his colleagues in broadcasting, and his friends and family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to his wife, Vivian.

*CONGRATULATIONS EXTENDED TO MR. AND MRS.
MICHAEL POLLARD ON THEIR GOLDEN
WEDDING ANNIVERSARY.*

WHEREAS, A mass and luncheon will be held on July 4, 1989 in celebration of the 50th wedding anniversary of Michael and Laurretta Pollard; and

WHEREAS, Michael and Laretta Pollard were born and raised in Chicago and grew up in the Nativity of Our Lord Parish in Bridgeport; and

WHEREAS, They were married in 1939 and they moved to Saint Thomas More Parish, where they raised their two sons, Michael, a financial analyst, and John, a Catholic priest currently serving as Director of the Office of Religious Education in the Archdiocese of Chicago; and

WHEREAS, Mr. Pollard is a retired employee of the United States Post Office living with his wife in Elk Grove Village; and

WHEREAS, There will be a renewal of their wedding vows during the mass in their honor; and

WHEREAS, Michael and Laretta's roots are in Chicago's neighborhoods and their commitment to the city's heritage is exceeded only by their commitment to each other; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of June, 1989 do hereby commend Michael and Laretta Pollard for 50 years of wedded bliss and we wish them continued happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Michael and Laretta Pollard.

Presented By

ALDERMAN SHEAHAN (19th Ward):

**CONGRATULATIONS EXTENDED TO MR. THOMAS L. CHEEK
ON HIS COMPLETION OF NORTHWESTERN
TRAFFIC INSTITUTE PROGRAM.**

WHEREAS, Thomas L. Cheek has recently completed the Northwestern Traffic Institute; and

WHEREAS, Thomas is a Line Sergeant for the North Carolina State Police who has spent 9 months in Chicago; and

WHEREAS, Thomas has faithfully and tirelessly served the citizens of North Carolina, going above and beyond the call of duty as the occasion has warranted; and

WHEREAS, Thomas returned to North Carolina on June 27, 1989; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this 28th day of June, 1989, do hereby extend to him our best wishes for continued years of health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Thomas L. Cheek.

Presented By

ALDERMAN JONES (20th Ward):

**CONGRATULATIONS EXTENDED TO MS. BARBARA EASON ON
RECEIVING "EXCELLENCE IN EDUCATIONAL
MANAGEMENT AWARD".**

WHEREAS, Barbara Eason, Principal of James McCosh Elementary School on Chicago's great south side, was one of only twenty finalists who were recipients of the Whitman Corporation's "Excellence in Educational Management Award"; and

WHEREAS, This prestigious award was given to Ms. Barbara Eason in June, 1989, for her exemplary dedication and work at James McCosh Elementary School; and

WHEREAS, Ms. Eason, who has been with the Chicago Board of Education since 1974, became the McCosh Principal in February, 1988; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of June, 1989, A.D., do hereby congratulate Barbara Eason, Principal of James McCosh Elementary School, for receiving the Whitman Corporation's "Excellence in Educational Management Award" and extend to this outstanding citizen our very best wishes for continued success and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Barbara Eason.

**CONGRATULATIONS EXTENDED TO MS. JOSEPHINE LOGAN-WOODS
ON RECEIVING "EXCELLENCE IN EDUCATIONAL
MANAGEMENT AWARD".**

WHEREAS, Josephine Logan-Woods, Principal of Betsy Ross Elementary School on

Chicago's great south side, is one of only 20 finalists who were recipients of the Whitman Corporation's "Excellence in Educational Management Award" with an "Emphasis on Staff Development"; and

WHEREAS, This prestigious award was given to Principal Logan-Woods in June, 1989, for her outstanding work and dedication; and

WHEREAS, Ms. Logan-Woods has been with the Chicago Board of Education since 1964, and has been the Betsy Ross School Principal since 1974; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of June, 1989, A.D., do hereby congratulate Josephine Logan-Woods, Principal of Betsy Ross Elementary School, for receiving the Whitman Corporation's "Excellence in Educational Management Award" with an "Emphasis on Staff Development". We extend to this outstanding citizen our very best wishes for continued success and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Josephine Logan-Woods.

Presented By

ALDERMAN KRYSYNIK (23rd Ward):

**CONGRATULATIONS EXTENDED TO DEPUTY COMMISSIONER
RICHARD PAUL DIPIETRO ON HIS RETIREMENT
AFTER THREE YEARS OF DEDICATED
CITY SERVICE.**

WHEREAS, Richard Paul DiPietro has served the City of Chicago as Deputy Commissioner, Aviation/Midway Airport and Meigs Field since June, 1986; and

WHEREAS, Richard Paul DiPietro has distinguished himself as an able and competent airport manager responsible for budgets totaling \$13,394,920.00; and

WHEREAS, Richard Paul DiPietro, a \$60,050.00-a-year manager who ran the airport, has resigned effective July 7, 1989; and

WHEREAS, Richard Paul DiPietro has ably guided the growth and development of Midway as a vital reliever airport and alternative to Chicago O'Hare International Airport; and

WHEREAS, Five commercial airlines have begun service at Midway Airport under the leadership of Richard Paul DiPietro, including the first international airline to serve Midway Airport in more than 30 years; and

WHEREAS, Richard Paul DiPietro has provided invaluable technical expertise to the City of Chicago's Department of Aviation, while remaining active in the U.S. Army Reserves; and

WHEREAS, Richard Paul DiPietro is leaving the Department of Aviation to pursue a career outside of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of June, 1989, A.D., do hereby congratulate Richard Paul DiPietro on his retirement, and be it hereby proclaimed that Richard Paul DiPietro has made a significant contribution to the City of Chicago's aviation industry and will be missed by all who have worked with him; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Richard Paul DiPietro.

Presented By

ALDERMAN HAGOPIAN (30th Ward):

**ALL AMERICANS URGED TO CONSIDER THEIR FREEDOM AND
TO DISPLAY FLAG OF THE UNITED STATES OF
AMERICA AS THEY COMMEMORATE
INDEPENDENCE DAY.**

WHEREAS, On July 4, 1989, we will celebrate the courage of men who, more than two centuries ago, pledged everything they had just to be free men; and

WHEREAS, A first step toward such a result was taken with the "Declaration of Independence" in 1776, which was followed by the "Constitution" drafted in Philadelphia in 1787, and in 1791 the "Bill of Rights" was added. Each has antecedents back to the Magna Carta and beyond; and

WHEREAS, The work of 55 men at Philadelphia in 1787 marked the beginning of the end of the concept of the divine right of kings. In place of the absolutism of monarchy, the freedoms flowing from this document created a land of opportunities; and

WHEREAS, The spark of independence, ignited by Adams, Franklin, Jefferson and others like them, burst into flame and became a beacon beckoning to millions for more than two centuries as free people; and

WHEREAS, We, the citizens of "Chicago" and especially the veterans and their families, know well the sacrifices made in defense of freedom and justice; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago assembled on the 28th day of June, 1989 do hereby encourage all Americans to commemorate "Independence Day", commonly known as the "4th of July", pause in appreciation of these freedoms, and urge all citizens of Chicago to display the United States Flag in front of each home on July 4th, as a reminder for all veterans who defended our nation to preserve these freedoms; and

Be It Further Resolved, That a suitable copy of this resolution be made available for presentation to Frank C. Bottiglierio in behalf of all veterans organizations in our great City of Chicago.

**CONGRATULATIONS EXTENDED TO ARCHBISHOP WEBER HIGH
SCHOOL ON SELECTION FOR "1989
EXEMPLARY SCHOOL AWARD".**

WHEREAS, Archbishop Weber High School, 5252 West Palmer Street on Chicago's great northwest side, has been selected to receive the "1989 Exemplary School Award" by the United States Department of Education; and

WHEREAS, In living up to comprehensive and exacting criteria for the selection process, Archbishop Weber High School is a Roman Catholic school, with an enrollment of about 500 young men, including a well integrated and diverse ethnic, racial, and religious set of backgrounds among students and staff; and

WHEREAS, Archbishop Weber High School this year is celebrating 100 years of foundation and quality education to the Chicago area; and

WHEREAS, Archbishop Weber High School, a federally recognized exemplary school, exhibits clarity in the expression of its philosophy and succeeds in providing a model of outstanding fulfillment of its academic objectives; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of June, 1989, A.D., do hereby congratulate Archbishop Weber High School -- its principal, teachers and students all -- on its selection for the "1989 Exemplary School Award", and extend to this fine institution our gratitude and our best wishes for all success and fulfillment in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Archbishop Weber High School.

Presented By

ALDERMAN PUCINSKI (41st Ward):

**CONGRATULATIONS EXTENDED TO UNIVERSITY OF ILLINOIS
PRESIDENT STANLEY O. IKINBERRY ON
OUTSTANDING RECORD OF SUCCESS
EARNED BY COOPERATIVE
EXTENSION SERVICE.**

WHEREAS, The University of Illinois Cooperative Extension Service is celebrating 75 years of "Helping People Put Knowledge to Work"; and

WHEREAS, Through its many and diverse educational programs, it has served both rural and urban homes, families and individuals; and

WHEREAS, It has helped young people through its 4-H programs to achieve the 4-H pledge:

"I pledge my head to clearer thinking, my heart to greater loyalty, my hands to larger service, and my health to better living for my home, my community, my state, my country and the world."; and

WHEREAS, 40,000 Chicago youths participate in Chicago 4-H clubs and gain in knowledge and character development in the process and many adults increase their skills for employment and home and family life through the Extension programs; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council offer warm congratulations to the University of Illinois Cooperative Extension Service and Stanley O. Ikinberry, president of the University of Illinois, on the outstanding success record of the University of Illinois Cooperative Extension Service, including the 4-H club programs; and

Be It Further Resolved, That the City find new ways of encouraging and supporting the work of the University Extension Service, particularly those efforts that contribute to improvement of the quality of urban life; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to Stanley O. Ikinberry.

Presented By

ALDERMAN NATARUS (42nd Ward):

**CONGRATULATIONS EXTENDED TO LESTER AND RENEE CROWN
ON FORMATION AND DEDICATION OF CROWN
RESEARCH FOUNDATION.**

WHEREAS, Mr. Lester Crown was born and raised in Chicago, Illinois; and

WHEREAS, Mr. Lester Crown earned his B.S. in Chemical Engineering from Northwestern University in Evanston, and his M.B.A. from Harvard Graduate School of Business Administration; and

WHEREAS, Mr. Lester Crown began his career as assistant metallurgist, at Andrews Steel Company, in Newport, Kentucky; and

WHEREAS, Mr. Lester Crown then became an instructor in the Mathematics Department at Northwestern University; and

WHEREAS, From 1960 to 1966, Mr. Lester Crown held the position of Executive Vice President of Material Services Corporation and Vice President of General Dynamics Corporation; and

WHEREAS, In 1970, Mr. Lester Crown became President of Material Services Corporation, a position he still holds today; and

WHEREAS, From 1970 to date, Mr. Lester Crown is also Executive Vice President of General Dynamics Corporation; and

WHEREAS, From March of 1983 to the present, Mr. Lester Crown has held the position of President of Henry Crown and Company, a family owned and operated company which includes diversified manufacturing operations and real estate; and

WHEREAS, Mr. Lester Crown is Director of Chicago Pacific Corporation, General Dynamics Corporation, TW Services, Incorporated, Chicago Professional Sports Limited Partnership, and a partner in the New York Yankees Partnership; and

WHEREAS, Mr. Lester Crown is a devoted civic and humanitarian leader graciously giving his time and effort as a trustee of the Aspen Institute for Humanitarian Studies,

Director of the Children's Memorial Medical Center, Children's Memorial Hospital, the Lyric Opera of Chicago, the Cradle Society in Evanston, a trustee at Northwestern University, a member of the Board of Overseers of the Jewish Theological Seminary of Chicago, and a member of the Board of Directors of the Chicago Zoological Society; and

WHEREAS, Mr. Lester Crown has received numerous honors and awards including the Silver plaque from the National Conference of Christians and Jews, the Human Rights Medallion from the American Jewish Committee, the Jewish Theological Seminary Medal, the Julius Rosenwald Memorial Award from the Jewish Federation of Metropolitan Chicago, and an honorary degree of Doctor of Humane Letters from the Jewish Theological Seminary; and

WHEREAS, The Crown family has received the International family award from the B'nai B'rith Foundation of the United States; and

WHEREAS, Mr. Crown and his family have endowed immunological research designed to perfect new diagnosis and treatment of devastating diseases at the Weizmann Institute of Science; and

WHEREAS, On July 9, 1989, the Chicago Committee of the Weizmann Institute of Science will honor and pay tribute to Mr. Lester Crown for 25 years of leadership and devotion in his work at the Weizmann Institute of Science; and

WHEREAS, In honor of Lester and Renee Crown's tireless work and devotion to the Institute, the Weizmann Institute of Science is going to establish the Lester and Renee Crown Research Foundation; now, therefore,

Be It Resolved, That the City Council of the City of Chicago assembled in meeting this 28th day of June, 1989, do hereby honor and congratulate Lester and Renee Crown for all of their achievements and accomplishments, and on the occasion of the formation and dedication of the Lester and Renee Crown Research Foundation, and do also extend our deepest gratitude for all they have done for the citizens of the City of Chicago, and for people around the world; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Lester and Renee Crown.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

**SINCERE BEST WISHES EXTENDED TO MR. WILLIAM PINKNEY
IN HIS EFFORT TO BECOME FIRST BLACK SAILOR
TO COMPLETE SOLO CIRCUMNAVIGATION
OF GLOBE.**

WHEREAS, William Pinkney has been an outstanding resident of the City of Chicago for over 50 years; and

WHEREAS, Mr. Pinkney has been sailing for more than 20 years, establishing himself as one of the premier sailors in the Midwest; and

WHEREAS, Mr. Pinkney is seeking to become the first black sailor to complete a solo circumnavigation of the globe; and

WHEREAS, Mr. Pinkney will sail over 27,000 nautical miles, will sail around the five great capes including Cape Horn, Cape of Good Hope, Cape Leewuin, Southwest Cape, and Stewart Island and will begin and end at New York's South Street Seaport; and

WHEREAS, Mr. Pinkney's voyage will increase public awareness of the vital and substantial contributions of black Americans to the maritime history of the United States; and

WHEREAS, Mr. Pinkney has transformed his voyage into a learning program for Chicago's elementary and secondary public schools; and

WHEREAS, Mr. Pinkney has already visited many of Chicago's public schools instructing over 3,000 students in history, geography, oceanography, meteorology, astronomy, navigation, electronics, computer science, space technology, social science and industrial arts; and

WHEREAS, Mr. Pinkney's courage, enthusiasm, dedication and perseverance are an inspiration to us all to set and attain our goals and dreams; and

WHEREAS, Mr. Pinkney has already received the generous support and encouragement from many Chicagoans and people throughout the United States; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this 28th day of June, 1989, do hereby extend to William Pinkney our sincere wishes for a safe and successful voyage; and

Be It Further Resolved, That we do hereby memorialize Mr. Pinkney to keep us informed as to the progress of his voyage; and

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

Presented By

ALDERMAN SHILLER (46th Ward):

**CONGRATULATIONS EXTENDED TO MR. GEORGE LANDMAN ON
FIFTY-FIVE YEARS OF DEDICATED SERVICE TO
SECULAR JEWISH COMMUNITY.**

WHEREAS, George Landman has been a dedicated leader all his life for world peace and friendship; and

WHEREAS, George Landman worked as a presser in the garment industry, was very active in the International Ladies Garment Workers Union, was Chairman of his Local, and for many years was the delegate to the Chicago Federation of Labor; and

WHEREAS, George Landman has served as Treasurer of the Midwest Jewish Council and Co-ordinator for the Annual Commemoration of the Warsaw Ghetto Uprising, as Chairman of the Cordoza Jewish Cultural Club, Vice President of the City Committee of the Jewish Cultural Clubs of Chicago, Vice President of Committee for U.S.A.-U.S.S.R. Friendship and a member of the Chicago Peace Council; and

WHEREAS, George Landman is an immigrant from Telecham, Byelo Russia where he just a few years ago was instrumental in having a monument established in the memory of the Jews killed by the Nazis from his home town during the Holocaust; and

WHEREAS, George Landman will be 81 years old on July 4th, 1989 and will be honored by the Midwest Jewish Council during a testimonial dinner on Sunday, July 2, 1989 for 55 years of dedication to the Secular Jewish Community and 55 years of struggle for world peace and in community activities centered on maintaining and protecting the political and civil rights of Jews and other minorities as well as mobilizing public opinion against the growth of racism and anti-semitism; now, therefore,

Be It Resolved, That the Chicago City Council add its congratulations and these words of acknowledgment and appreciation to George Landman; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to George Landman on the occasion of the testimonial dinner being held in his honor by the Midwest Jewish Council on July 2, 1989.

Presented By

ALDERMAN M. SMITH (48th Ward):

EXPRESSION OF ADMIRATION OF SAINT ROSE PHILIPPINE DUCHESNE.

WHEREAS, Rose Philippine Duchesne of the Society of the Sacred Heart -- educator, pioneer and an unquenchable spirit -- was beatified by Pope Pius XII in 1940 and canonized by Pope John Paul II in 1988; and

WHEREAS, Born August 29, 1769, Rose Philippine Duchesne lived over 83 years. She entered a convent in her native France at 18 years of age and experienced the status of an outcast during the French Revolution, which banned all convents and related religious activities; and

WHEREAS, Rose Philippine Duchesne spent the term of the Revolution dedicating her life to nursing prisoners, to finding homes and shelter for orphans and to feeding the poor. Following the Revolution, she used her considerable family resources to purchase the convent which the government had previously confiscated, expanded her charitable acts, and in 1803 joined the 3-year old Society of the Sacred Heart; and

WHEREAS, While helping her nation recover from the Revolution, Philippine Duchesne became inspired by missionary work in the New World, and in 1818, at the age of 49, she undertook an arduous journey to St. Louis and there founded two schools, fostering a then unpopular cause, the education of young girls. In the prevailing atmosphere which frowned upon girls schools, Mother Duchesne's efforts produced, during her lifetime alone, six Sacred Heart schools with 350 students and 64 nuns; she founded the first free school west of the Mississippi; and

WHEREAS, In her 72nd year, Mother Duchesne fulfilled a long-held dream when she joined a Jesuit mission to teach Potawatami Indians at Sugar Creek, Kansas. It is from the Potawatami that she earned the name "Quah-kah-ka-num- ad", "the woman who prays always"; and

WHEREAS, Despite failing health, Mother Duchesne continued her outstanding work almost until her death November 18, 1852. Her example has captured world attention and admiration; her efforts on behalf of equality, education and charity have inspired the many thousands who continue to benefit from her teachings and her spirit. The three Sacred

Heart Schools on Chicago's Sheridan Road are tangible proof in our time of the enduring greatness of Saint Rose Philippine Duchesne; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of June, 1989, A.D., do hereby, on behalf of all citizens of this great City, express our admiration of Saint Rose Philippine Duchesne, our full support of her principles of education, equality and charity, and our recognition of her enduring spirit.

**CONGRATULATIONS EXTENDED TO MR. IRVING ROBINS AND
FOREMOST SALES PROMOTIONS, INCORPORATED ON
FORTY YEARS OF SUCCESSFUL BUSINESS
ENTERPRISE.**

WHEREAS, The year of 1989 marks forty years since Chicagoan Irving Robins initiated an innovative idea by organizing Foremost Sales Promotions, Incorporated, franchisor of Foremost Liquor Stores -- the oldest independently owned liquor store chain and the only such national franchise chain in the United States; and

WHEREAS, Following through with his idea that liquor store owners should band together rather than strive independently in a competitive market, Irving Robins, in 1949, formed Foremost Sales Promotions, Incorporated, and fourteen other pioneer retailers joined him in the first newspaper ad which appeared in *The Chicago Sun-Times* November 11, 1949, under the new "Foremost" name. This new format struck a chord with the public, and "Foremost Liquor Stores" now comprise a household name. In 1958, Irving Robins spread his concept to Florida, and since then Foremost has been successful in organizing market programs for retailers throughout the United States; and

WHEREAS, Still active in the constantly growing business, Chairman Irving Robins is now joined by his daughter, Gail Zelitzky, President and Chief Operating Officer. Together they are spearheading celebrations of Foremost's 40th anniversary which occur throughout 1989, but most specifically at a convention held this month of June, 1989; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 28th day of June, 1989, do hereby congratulate Irving Robins and Foremost Sales Promotions, Incorporated, on 40 years of successful business enterprise, and commend this outstanding entrepreneur for soundly representing Chicago's great "I Will" spirit; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Irving Robins.

Rules Suspended -- RECOGNITION OF CITY OF ACCRA, GHANA
AS SISTER CITY TO CITY OF CHICAGO AND
PROCLAMATION OF JULY 22 -- 28, 1989
AS "CHICAGO-ACCRA" WEEK
IN CHICAGO.

Alderman Carter moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon a proposed resolution acknowledging the City of Accra, Ghana as the Sister City to the City of Chicago and proclaiming July 22 through July 28, 1989 as "Chicago-Accra" week in Chicago. The motion *Prevailed*.

Thereupon, on motion of Alderman Carter, the said proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 City of Chicago is a city rich in culture and ethnic diversity, and home to people of every national origin, including a significant number of Ghanaians; and

WHEREAS, The City of Accra is a prominent African city, rich in tradition, homeland to many Chicago residents and capital of Ghana, the first African nation to gain independence from colonial rule; and

WHEREAS, The City of Accra hosted the All African Peoples Conference in 1958, which proclaimed that colonialism, racism and imperialism must cease and Africa should be free, and also hosted the 1964 Organization of African Unity Conference which debated the necessity of a Continental Union Government for the whole continent of Africa; and

WHEREAS, It is fitting that the cities of Chicago and Accra share with each other and enhance this richness by establishing relationships with various cities around the world in order to exchange ideas, promote good will, harmony, commerce and mutual development; and

WHEREAS, The City of Chicago and the City of Accra have engaged in exchanges involving identification of opportunities for economic development, public works projects and scientific and technical education; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 28th day of June, 1989, do hereby acknowledge the City of Accra, Ghana, as Sister City to the City of Chicago; and

Be It Further Resolved, That we hereby declare, on behalf of the citizens of Chicago, our esteem and friendship to the City of Accra, Ghana and its citizens; and

Be It Further Resolved, That the City of Chicago promises its continued good will and cooperation to its Sister City, Accra; and

Be It Further Resolved, That the City of Chicago and the City of Accra, on the basis of friendly cooperation, equality and mutual benefit, will promote and broaden economic cooperation and trade relations between the two cities. In addition, they will carry out wide exchanges in such fields as science and technology, culture and education, sports and health, and others to promote their prosperity and contribute towards further developing friendship between the people of the two countries; and

Be It Further Resolved, That in honor of its Sister City, Accra, the City of Chicago does hereby proclaim the week of July 22 through 28, 1989, "Chicago - Accra" week; and

Be It Further Resolved, That a suitable copy of this resolution be prepared by the City Clerk and transmitted to The Honorable E. T. Mensah, Mayor of Accra, Ghana, for presentation to the governing body of Accra as a token of our esteem.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

The Honorable Nancy Sterckee, Alderman from the City of Park Ridge, Illinois;

Mr. Brian Nigbor of the Northwest Municipal Conference;

Twenty-one graduates from the University of Nebraska, hosted by Dr. Weldon Beverly, Principal of the Hyde Park Career Academy;

Thirty students from the Framan Community Center;

Twenty-five students from Matteson Junior High School, District 162, Matteson, Illinois; and

Twenty students from the 5th Ward, winners in the Bryn Mawr West Community Council's Student's Fair.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the twenty-eighth (28th) day of June, 1989, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the nineteenth (19th) day of July, 1989, at 10:00 A.M., in the Council Chamber in City Hall.

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

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

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

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, July 19, 1989 at 10:00 A.M. in the Council Chamber in City Hall.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,
City Clerk.

