

(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, September 13, 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, Garcia, 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, Schulter, M. Smith, Orr, Stone.

*Absent* -- None.

---

### Call To Order.

On Wednesday, September 13, 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, Langford, Streeter, Jones, J. Evans, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, Natarus, Hansen, Levar, Schulter, M. Smith, Orr, Stone -- 36.

Quorum present.

---

### Invocation.

Rabbi Arnold Kaiman, Congregation Kol Ami Temple, opened the meeting with prayer.

---

*Rules Suspended* -- TRIBUTE PAID TO MR. IRV KUPCINET  
FOR INITIATING VETERAN'S ANNUAL  
PURPLE HEART CRUISE.

Alderman Hagopian moved to *Suspend the Rules Temporarily* for the purpose of going out

of the regular order of business for the immediate consideration of a proposed resolution. The motion *Prevailed* by a viva voce vote.

The said proposed resolution reads as follows:

WHEREAS, Irv Kupcinet is host of the *Chicago Sun-Times* Purple Heart Cruise for veterans of all wars; and

WHEREAS, Irv Kupcinet, a giant in the field of journalism, sports and a member of two halls of fame in Chicago, in June of 1945, initiated the first "Annual Purple Heart Cruise" as a salute to veterans as a public expression of thanks to "GI's" returning from Vietnam, Korea, World Wars I and II; and

WHEREAS, Civic and veterans groups have hailed the "Purple Heart Cruise" as a symbol of Chicago area's affection and respect for those who served in the armed forces; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago gathered here this 13th day of September, 1989, do hereby pay tribute to Irv Kupcinet; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Irv Kupcinet for his love and devotion to all veterans.

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

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

At this point in the proceedings, Mayor Richard M. Daley invited Mr. Irv Kupcinet to the mayor's rostrum where he lauded Mr. Kupcinet as a great ambassador for the City of Chicago and, on behalf of all Chicagoans, presented him with a parchment copy of the resolution.

After noting the pleasure with which the Purple Heart Cruise veterans greeted the Mayor during his visit to the most recent cruise, Mr. Kupcinet thanked the Mayor and the City Council for the honor accorded him. Mr. Kupcinet then noted that since World War II, Chicago has earned a reputation as the nation's most hospitable city to veterans and, unequaled in its response to veterans, intended to keep that reputation. Mr. Kupcinet was then warmly applauded by Mayor Daley, the City Council and assembled guests.

REGULAR ORDER OF BUSINESS RESUMED.

---

**REPORTS AND COMMUNICATIONS FROM  
CITY OFFICERS.**

---

*Rules Suspended* -- ACCEPTANCE OF GRANT FROM CHICAGO  
COMMUNITY TRUST TO ASSIST BOARD OF HEALTH IN  
RECRUITMENT OF COMMISSIONER OF HEALTH  
AND FOR HEALTH-RELATED ISSUES.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 13, 1989.

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

LADIES AND GENTLEMEN -- At the request of the President of the Board of Health, I transmit herewith an ordinance authorizing acceptance of a grant of up to \$150,000 from the Chicago Community Trust, for the purpose of providing assistance to the Board of Health in the recruitment of a Commissioner of Health and on health-related issues.

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 immediate consideration of and action upon the said proposed ordinance. The motion *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderman Burke, the said proposed ordinance was *Passed* by yeas and nays as follows:



*Yeas* -- Aldermen Roti, Rush, Tillman, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, O'Connor, Natarus, Eisendrath, Hansen, Levar, Schuler, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Chicago Community Trust has offered a grant to the Board of Health of the City of Chicago for the purpose of staff and technical assistance in the recruitment of a Commissioner of the Department of Health and in a management audit of the Department of Health and other matters related to the Department of Health; and

WHEREAS, The grant is contingent upon acceptance by the Mayor and the City Council; now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the grant offered by the Chicago Community Trust under its Resolution and Grant Record No. 8906067, for the purposes and subject to the conditions stated therein.

SECTION 2. The President of the Board of Health is authorized and directed to perform according to the terms and conditions of the grant accepted by this ordinance, and execute any documents necessary to evidence the performance of the terms and conditions of the grant. The City Comptroller shall be the custodian of funds received under this grant.

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

SECTION 4. The City Clerk shall certify a copy of this ordinance for delivery to the Chicago Community Trust.

---

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 27,  
SECTION 27-317(a) REGARDING ESTABLISHMENT OF  
RESIDENTIAL PERMIT PARKING ZONES.

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

was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Traffic Control and Safety:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 13, 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 a proposed ordinance amending Chapter 27, Section 27-317(a) of the Municipal Code of Chicago regarding the establishment of residential permit parking zones.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

---

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTERS 28  
AND 37 BY INCREASING PENALTIES FOR VIOLATION  
OF REGULATIONS RELATING TO OPERATION  
OF PUBLIC PASSENGER VEHICLES  
AT CHICAGO AIRPORTS.

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

September 13, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance amending Sections 28-19.2, 28-32 and 37-15 of the Municipal Code of Chicago to increase penalties for violations of ordinances and regulations relating to operation of public passenger vehicles and use of the city's airports.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

---

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 147 BY  
FURTHER REGULATING SALE OF ALCOHOLIC LIQUOR.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 13, 1989.

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

LADIES AND GENTLEMEN -- I transmit herewith a proposed ordinance amending Chapter 147 of the Municipal Code of Chicago pertaining to the sale of alcoholic liquor.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 185  
BY IMPOSING PENALTY ON WATER CHARGES NOT  
PAID WITHIN SPECIFIED PERIOD.

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

September 13, 1989.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending Chapter 185 of the Municipal Code of Chicago to impose a one and one-half percent penalty on water charges that are not paid within 31 days after the bill is mailed.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

---

*Referred* -- EXECUTION OF BUSINESS DEVELOPMENT LOAN TO  
DELTA PLASTICS CORPORATION OF ILLINOIS FOR  
PURCHASE OF MACHINERY AND 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

September 13, 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 a Business Development Loan for \$300,000 to Delta Plastics Corporation of Illinois to be used to purchase machinery and equipment for a project located at 1650 East 95th Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

---

*Referred* -- DEPARTMENT OF PUBLIC WORKS AUTHORIZED TO  
OPERATE AND MAINTAIN CITY FACILITY NUMBER  
95 AS COMMUTER PARKING FACILITY  
AND TO ESTABLISH DAILY  
PARKING FEE.

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

September 13, 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 the Department of Public Works to operate and maintain City Facility No. 95 as a commuter parking facility and to establish a daily parking fee to offset maintenance and operation expenses.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

---

*Referred* -- ADJUSTMENT OF SCHEDULED RATES FOR  
CITY-OWNED PARKING FACILITIES.

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

September 13, 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 a proposed ordinance which adjusts the schedule of rates for parking fees in City-owned parking facilities.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

*Referred -- ESTABLISHMENT OF NEW MINIMUM PARKING  
METER RATE FOR ONE HOUR OF ON-STREET  
METER PARKING.*

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

September 13, 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 a proposed ordinance establishing a new minimum parking meter rate for one hour of on-street meter parking.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

---

*Referred -- EXECUTION OF AGREEMENT WITH ILLINOIS  
DEPARTMENT OF PUBLIC AID FOR GRANT  
FUNDS FROM STATE LEGALIZATION  
IMPACT ASSISTANCE GRANTS  
PROGRAM FOR FISCAL  
YEAR 1990.*

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

September 13, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Chairman of the Commission on Human Relations, I transmit herewith an ordinance authorizing the execution of an agreement with the State of Illinois, Department of Public Aid for grant funds for the State Legalization Impact Assistance Grants Program covering fiscal year 1990.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

---

*Referred --* MODIFICATION OF LOAN TERMS FOR URBAN  
DEVELOPMENT ACTION GRANT LOAN TO  
JEFFERY PLAZA VENTURE.

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

September 13, 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 a modification of the loan terms for a \$951,080 Urban Development Action Grant loan to Jeffery Plaza Venture.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

---

*Referred* -- SALE OF PARCEL B-97a IN NEAR WEST  
CONSERVATION AREA TO TAYLOR STREET  
DEVELOPMENT CORPORATION.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 13, 1989.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Near West Conservation Area, (Parcel B-97a located at 1531 -- 1539 West Taylor Street). This sale is for the development of a business-residential structure which will contain four 2-bedroom and two 3-bedroom apartment units and commercial space with parking for both.

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal Board at an adjourned regular meeting held on June 20, 1989, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

---

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

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

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

The following communications from Mr. William L. Ramey and Mr. Richard J. Martin, Assistant Secretaries, Commonwealth Edison Company, addressed to the City Clerk under dates of June 30, August 1 and September 1, 1989 which read as follows:

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

Statement for bills issued in July, 1989 to Illinois Commerce Commission related to Standard Contract Rider No. 20.

Conservation Program Clause related to the Rider No. 21, for the month July, 1989.

Commonwealth Edison Company's Current Report on Form 8-K dated June 1, 1989."

---

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

Statement for bills issued in August, 1989 filed with the Illinois Commerce Commission related to Rider No. 20.

Conservation Program Clause for the month of August, 1989 related to Rider No. 21.

Statement of Activity in Conservation Account for the period ended June 30, 1989 related to Rider No. 21.

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

Commonwealth Edison Company's Current Report on Form 8-K dated July 13, 1989.

Commonwealth Edison Company's Report to Stockholders for six month period ended June 30, 1989."

---

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

Statement for bills issued in September, 1989 filed with the Illinois Commerce Commission related to Rider No. 20.

Conservation Program Clause for the month of September, 1989 related to Rider No. 21.

Monthly Electric Utility Sales and Revenue Report filed with Federal Energy Regulatory Commission (F.E.R.C. Form No. EIA-826) for the month of July, 1989.

Commonwealth Edison Company's Quarterly Report to Securities and Exchange Commission (Form 10-Q) for quarter ended June 30, 1989."

---

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

Also, copies of resolutions adopted by the Chicago Plan Commission on July 13, 1989 and

reports of the Department of Planning approving the following proposals, which were *Placed on File*:

*Department Of General Services, Real Property Section.*

*Disposition Of Vacant City-Owned Property.*

Referral Number	Address
89-112-02	2768 -- 2772 West Francis Place
89-113-02	2143 West Bingham Street
89-114-02	900 North Richmond Street
89-115-02	811 -- 815 North Francisco Street
89-116-02	2615 -- 2617 West Jackson Boulevard
89-117-02	735 South Kedvale Avenue
89-118-02	4715 South Princeton Avenue
89-119-02	5137 South Calumet Avenue
89-120-02	7124 -- 7126 South Stony Island Avenue
89-123-02	4738 -- 4750 North Winthrop Avenue
89-124-02	2229 North Hoyne Avenue
89-125-02	1256 North Wood Street
89-126-02	1149 North Felton Court
89-127-02	1135 North Felton Court
89-128-02	2713 West Augusta Boulevard

Referral Number	Address
89-129-02	2512 West Harrison Street
89-130-02	1622 South Halsted Street
89-131-02	3309 South Archer Avenue
89-132-02	1542 West Garfield Boulevard
89-133-02	1614 -- 1616 South Kedzie Avenue
89-134-02	609 -- 611 East 71st Street
89-135-02	8910 South Cottage Grove Avenue

*Department Of Public Works.*

Referral Number	Proposal
89-107-06	Stony Island Avenue Improvement -- 103rd Street to 122nd Street
89-108-06	Chicago Avenue Vertical Clearance Improvement at Albany Avenue
89-109-06	Diversey Avenue Improvement -- Harlem Avenue to Pulaski Road
89-110-06	Marquette Road Improvement -- California Avenue to State Street

*Department Of Housing, Urban Renewal Board.*

Referral Number	Proposal
89-136-08	Amendment No. 17 to the Near West Side Conservation Plan

Referral Number	Proposal
89-137-08	Amendment No. 3 to the Mohawk-North Redevelopment Plan
89-138-08	Amendment No. 5 to the Lawndale Conservation Plan
89-139-08	Amendment No. 2 to the Monterey- Vincennes Redevelopment Plan.

---

*Placed On File* -- NOTIFICATION OF SALE OF GENERAL  
OBLIGATION TENDER NOTES, SERIES 1989B.

Also, a communication from Ms. M. Susan Lopez, Assistant Corporation Counsel, concerning the notification of sale of \$61,150,000 of City of Chicago General Obligation Tender Notes, Series 1989B, which was *Placed on File*.

---

*Placed On File* -- NOTIFICATION OF SALE OF CHICAGO-O'HARE  
INTERNATIONAL AIRPORT INTERNATIONAL TERMINAL  
SPECIAL REVENUE BONDS, SERIES 1989A.

Also, a report from Mr. Walter K. Knorr, City Comptroller, concerning the notification of sale of \$10,000,000 of Chicago-O'Hare International Airport International Terminal Special Revenue Bonds, Series 1989A, which was *Placed on File*.

---

*Placed On File* -- NOTIFICATION OF SALE OF CHICAGO-O'HARE  
INTERNATIONAL AIRPORT SPECIAL FACILITY REVENUE  
REFUNDING BONDS, SERIES 1989.

Also, a report from Mr. Walter K. Knorr, City Comptroller, addressed to the City Council, notifying members of the sale of \$292,800,000 in Chicago-O'Hare International Airport Special Facility Revenue Refunding Bonds, Series 1989, which was *Placed on File*.

*Placed On File* -- STATE APPROVAL OF ORDINANCE CONCERNING  
MOTOR FUEL TAX FUND PROJECT.

Also, a communication from Mr. James C. Slifer, District Engineer, under the date of August 29, 1989 announcing that the Department of Transportation of the State of Illinois has approved receipt of an amendatory ordinance passed by the City Council on September 23, 1987 involving expenditure of Motor Fuel Tax Funds authorized for new street construction.

---

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

Also, a report filed in the Office of the City Clerk, submitted by Dr. Russell H. Levy, Board Chairman, transmitting the quarterly report of the Board of the Office of Municipal Investigation for the period ended June 30, 1989, which was *Placed on File*.

---

*Placed On File* -- REPORT OF VOUCHER PAYMENTS FOR PERSONAL  
SERVICES FOR MONTHS OF JUNE AND JULY, 1989.

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

[Voucher payments printed on pages 4037 through 4040 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 July 19, 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 August 21, 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 July 19, 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.

PERSONAL SERVICES PAID BY VOUCHERS JUNE, 1989

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	P/Y	JUNE 1989
Aguilar, Elma M.	6537 S. Campbell	Animal Ctl	Maint. Aide	100	13,572.00	P/Y	261.00
Gallney, Elise	9110 S. Marshfield	"	"	"	1,243.00	P/M	156.18
Hobbs, Denise	7258 S. Green	"	"	"	1,231.00	P/M	546.93
Martinez, Margarita	942 S. Hoyle	"	"	"	13,572.00	P/Y	208.80
Pullappally, Phillips	5023 N. Ashland	"	"	"	13,572.00	P/Y	208.80
Rodriguez, Leone	1925 S. May	"	"	"	13,572.00	P/Y	261.00
Davis, Lillie	12124 S. Laflin	Aviation	Adm. Asst. III	740	1,837.00	P/M	1,342.40
De Michael, Patricia	2445 N. Newland	"	Security Guard	"	1,185.00	P/M	55.00
Edwards, Robert	2001 S. Michigan	"	"	"	1,185.00	P/M	27.50
Evison, Betty	9739 So. Charles	"	Admin. Asst. II	"	1,750.00	P/M	1,587.50
Fisher, Devolia	34 S. Menard	"	Parking Attendant	"	1,168.00	P/M	54.00
Glover, Christopher	8300 S. East End	"	Security Guard	"	1,185.00	P/M	27.50
Herrera, Dolores	4943 S. Hoyle	"	"	"	1,185.00	P/M	55.00
Hubbard, Ernestine	2229 S. Keeler	"	"	"	1,185.00	P/M	55.00
Moore, Leah	5332 S. Bishop	"	"	"	1,185.00	P/M	55.00
Panchal, Mahesh	4814 N. Avers	"	Parking Attendant	"	1,168.00	P/M	54.00
Smith, Ronald	6721 S. Eberhart	"	Corr. of Spec. Proj.	"	2,586.00	P/M	2,704.50
Smith, Steven	4550 N. Claremont	"	Dir. Con Compliance	"	2,994.00	P/M	2,994.00
Stokes, Sharon	8403 S. Ada	"	Security Guard	"	1,185.00	P/M	55.00
Truitt, Mark	7012 S. Paxton	"	Airport Oper Aide	"	1,131.00	P/M	52.00
Villanova, Marshall	7036 S. Fairfield	"	Adm. Asst. II	"	2,025.00	P/M	1,931.54
White, Joseph	11316 S. Calumet	"	Security Sergeant	"	2,127.00	P/M	98.00
Collins, Terrence	5701 S. Nordica	Fire	Fireman	100	5,745.23	B/P	5,745.23
Guss, Edward	7617 W. Myrtle	"	"	"	337.56	B/P	337.56
Janus, Robert	3614 W. 66th St.	"	"	"	9,668.40	B/P	9,668.40
McCormick, Albert	9616 S. Prairie	"	"	"	242.53	B/P	243.53
O'Connell, William	6124 N. Mason	"	"	"	13,221.12	B/P	13,221.12
Raica, Robert	7054 W. 64th Pl	"	"	"	24,552.19	B/P	24,552.19
Rivera, Alfred	2232 N. Nordica	Human Services	Dist. Mngt of H.S.	"	2,852.00	P/M	594.17
Clark, Martha	3442 N. Ridgeway	Mayor's Ofc.	Adm. Sec.	"	2,689.41	P/M	868.84
Kimberly, Frederick	3924 W. 83rd Pl	"	Computer Spec.	"	25,000.00	P/Y	2,083.32
Ford, Jacqueline	10937 S. Parnell	"	Adm. Spec.	"	2,686.16	P/M	867.79
Gorochala, Barbara	400 N. Taylor	"	"	"	60,000.00	P/Y	6,423.03
Holbert, Cassandra	435 E. 81st	"	"	"	3,714.83	P/M	1,200.15
Parker, Wilbert	7260 S. Shore	"	Asst. to Mayor	"	3,714.83	P/M	1,200.15
Teague, Rita	47 E. 36th St.	"	Asst. Adm. Sec III	"	1,650.50	P/M	533.12
Warner, Phylliss	2403 E. 72nd St.	"	Adm. Sec. III	"	2,562.50	P/M	827.82
Washington, Diane	175 E. Delware	"	"	"	2,212.16	P/M	714.70



Williamson, Clarence	7605 S. Eberhart	"	"	1,769.32
Brown, Jimmie	6939 S. Bishop	"	"	499.80

"	"	"	"	5,476.66
"	"	"	"	499.80

"	"	"	"	P/M
"	"	"	"	B/P

"	"	"	"	
"	"	"	"	

"	"	"	"	
"	"	"	"	

"	"	"	"	
"	"	"	"	

PERSONAL SERVICES PAID BY VOUCHERS JULY, 1989

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	P/M	JULY 1989
Evison, Betty	9739 So. Charles	Aviation	Admin. Asst. II	740	1,750.00	P/M	1,750.00
Howard, Lisa	2140 N. Lincoln Pk W.	"	Dir of Aviation Dev	100	3,524.00	P/M	1,762.00
Smith, Steven	4550 N. Clarendon	"	Dir. Con Compliance	740	2,994.00	P/M	3,039.00
Villanova, Marshall	7036 S. Fairfield	"	Adm. Asst. II	"	2,025.00	P/M	1,931.54
Anderson, Cathy	5612 N. Newark	Fire	Fireman	100	741.63	B/P	741.63
Bains, Curtis	110 E. 87th St.	"	"	"	506.34	B/P	506.34
Bernatski, Gerald	5200 S. Knox	"	"	"	1,250.00	B/P	1,250.00
Boldt, Stephen	6430 W. 64th St.	"	"	"	506.34	B/P	506.34
Bottger, Bruce	5938 S. Albany	"	"	"	501.34	B/P	501.34
Cahall, Michael	5734 S. Nordica	"	"	"	685.29	B/P	685.29
Caravello, Ralph	4721 S. LeClaire	"	"	"	628.96	B/P	628.96
Chuea, Eugene	6459 N. Mozart	"	"	"	610.84	B/P	610.84
Corbett, John T.	3242 S. Lowe	"	"	"	518.77	D/P	518.77
Cordero, Joseph	10814 S. Ave F	"	"	"	505.41	B/P	505.41
Donahue, Bernard	2924 W. 86th Pl	"	"	"	616.96	B/P	616.96
Eroncig, Rudolph	8332 S. Kenneth	"	"	"	589.28	B/P	589.28
Gee, Frederick	6620 S. Marquette	"	"	"	426.51	B/P	426.51
Genova, John	5706 N. Marhon	"	"	"	453.03	B/P	453.03
Gillespie, Patrick	7131 N. Ozark	"	"	"	537.77	B/P	537.77
Harts, Thomas	6238 S. Kilpatrick	"	"	"	649.22	B/P	649.22
Henning, Timothy	3304 S. Lowe	"	"	"	550.71	B/P	550.71
Hosty, Thomas	3702 S. Mallace	"	"	"	1,084.82	B/P	1,084.82
Hoyme, Chester	3773 W. Hayford	"	"	"	788.40	B/P	788.40
Judge, Marvin	2820 W. 39th Pl	"	"	"	753.63	B/P	753.63
Kenny, William	11156 S. Artesian	"	"	"	728.63	B/P	728.63
Korbos, Mary Katherine	6354 S. Kilpatrick	"	"	"	612.50	B/P	612.50
Kungts, John R.	2501 W. 45th Pl	"	"	"	654.32	B/P	654.32
Lally, Michael	5149 W. Agatite	"	"	"	794.54	B/P	794.54
Lee, Kenneth	9758 S. Yates	"	"	"	501.34	B/P	501.34
Lienemann, Richard	2185 N. Stave	"	"	"	490.21	B/P	490.21
Lopez, Richard	10006 S. Ave M	"	"	"	75.70	B/P	75.70
Maher, John Jr.	8343 S. Kollin	"	"	"	642.78	B/P	642.78
McClain, John M.	4417 S. Shields	"	"	"	501.34	B/P	501.34
McDermott, Joseph	4210 N. Drake	"	"	"	441.35	B/P	441.35
McNulty, James D.	9540 S. Leavitt	"	"	"	537.08	B/P	537.08
McPhillips, Thomas	7938 S. Komenisky	"	"	"	712.37	B/P	712.37
Nielsen, Mark	3537 N. Osceola	"	"	"	537.77	B/P	537.77
O'Brien, John W.	5210 S. Newland	"	"	"	628.96	B/P	628.96



**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:

Acquest Corporation -- to classify as a C3-5 Commercial Manufacturing District instead of an M1-5 General Manufacturing District the area shown on Map No. 1-F bounded by:

the line of the east-west alley next north of and parallel to the line of West Erie Street; a line 137.34 feet east of and parallel to North Franklin Street; the north line of West Erie Street; and the east line of North Franklin Street.

American National Bank and Trust Company of Chicago under Trust Number 106941-07 -- to classify as an R5 General Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 9-G bounded by:

a line 87.03 feet north of and parallel to West Roscoe Street; the alley next east of and parallel to North Janssen Avenue; West Roscoe Street; and North Janssen Avenue.

John Bozzi and Mary Bozzi -- to classify as a C1-2 Restricted Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 9-O bounded by:

West Forest Preserve Drive; North Octavia Avenue; and the alley next south of and parallel to West Irving Park Road extended.

Robert A. Carrane -- to classify as a C1-3 Restricted Commercial District instead of B3-3 General Retail District and R4 General Residence District the area shown on Map No. 18-C bounded by:

East 71st Street; South Yates Boulevard; a line 297.73 feet north of East 72nd Street; the alley next west of and parallel to South Yates Boulevard; and a line 495.93 feet north of East 72nd Street.

CC Industries, Incorporated -- to classify as a Central Area Parking Planned Development instead of a C3-7 Commercial-Manufacturing District the area shown on Map No. 1-F bounded by:

West Randolph Street; North Franklin Street; a line 100 feet south of and parallel to West Randolph Street; a line 80.86 feet west of and parallel to North Franklin Street; West Court Place; and a line 202 feet west of and parallel to North Franklin Street.

Chicago Osteopathic Medical Centers -- to classify as Institutional/Residential Planned Development No. 102, as amended, instead of Institutional Planned Development No. 102 the area shown on Map No. 12-D bounded by:

East 52nd Street; South Berkeley Avenue; East 53rd Street; South Ellis Avenue; a line 250.13 feet south of East 54th Street, or the line thereof if extended where no street exists; South Ingleside Avenue; East 54th Street; South Drexel Avenue; East 53rd Street; South Ingleside Avenue; the alley next north of and parallel to East 53rd Street, or the line thereof if extended where no street exists; the alley next east of and parallel to South Ingleside Avenue; a line 50 feet north of the alley next south of and parallel to East 53rd Street, or the line thereof if extended where no street exists; South Ingleside Avenue; a line 75 feet north of the alley next north of and parallel to East 53rd Street, or the line thereof if extended where no street exists; and the alley next east of and parallel to South Ingleside Avenue.

Chicago Pride, Incorporated -- to classify as an M1-1 Restricted Manufacturing District instead of a B4-1 Restricted Service District the area shown on Map No. 10-K bounded by:

a line 253.03 feet north of and parallel to West 44th Street; the alley next east of and parallel to South Cicero Avenue; West 44th Street; and South Cicero Avenue.

Harold Frank and Arlene Frank -- to classify as a C1-2 Restricted Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-H bounded by:

North Marshfield Avenue; a line 123.7 feet northeast of and parallel to North Clybourn Avenue; a line 50.05 feet southeast of and parallel to North Marshfield Avenue; and North Clybourn Avenue.

Juan C. Gutierrez -- to classify as a B4-2 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 6-J bounded by:

a line 50 feet north of and parallel to West 30th Street; the alley next east of and parallel to South Pulaski Road; a line 25 feet north of and parallel to West 30th Street; and South Pulaski Road.

Halsted-Clybourn Limited Partnership -- to classify as a B3-2 General Retail District instead of B4-2 Restricted Service District, M1-2 Restricted Manufacturing District and C1-2 Restricted Commercial District, and then to further classify as a Residential-Business Planned Development instead of a B3-2 General Retail District the area shown on Map No. 5-G bounded by:

a line perpendicular to North Clybourn Avenue 94.61 feet long, beginning at a point 1,200 feet southeast of the intersection of North Sheffield Avenue and North Clybourn Avenue (as measured along the northeast line of North Clybourn Avenue from North Sheffield Avenue) to a point which is 6 feet southwest of the alley next northeast of North Clybourn Avenue or 1,130 feet southeast of West Willow Street (as measured along the southwest line of the alley northeast of North Clybourn Avenue); a line 50.15 feet long, beginning at a point 1,130 feet southeast of West Willow Street to a point 70 feet northeast of and perpendicular to the northeast line of North Clybourn Avenue and 328 feet west of North Halsted Street; a line 46.50 feet long, beginning at a point along the west line of North Dayton Street (vacated) at a point 130 feet north of West North Avenue (if extended) to a point 13.50 feet west of the east line of North Dayton Street (vacated); a southeasterly line 2.82 feet long, starting at a point 13.50 feet west of the east line of North Dayton Street (vacated) and 130 feet north of West North Avenue to a point 11.50 feet of the east line of North Dayton Street (vacated) and 127.37 feet north of West North Avenue; a line 99.55 feet long (at a point 127.37 feet north of West North Avenue) starting at a point 11.50 feet west of the east line of North Dayton Street (vacated) to a point 179.50 feet west of North Halsted Street; a southeasterly line 80.35 feet, starting at a point 127.37 feet north of West North Avenue and 179.50 feet west of North Halsted Street to a point 100.345 feet west of North Halsted Street and 113.75 feet north of West North Avenue; the public alley next west of and parallel to North Halsted Street (or a line 129.80 feet west of and parallel to North Halsted Street); a line 219.44 feet north of and parallel to West North Avenue; North Halsted Street; West North Avenue; and North Clybourn Avenue to the point of the beginning.

Robert G. Hedlund, Jr. -- to classify as a B2-2 Restricted Retail District instead of an R4 General Residence District the area shown on Map No. 3-H bounded by:

a line 55.50 feet north of and parallel to West Evergreen Avenue; a line 75 feet east of and parallel to North Damen Avenue; West Evergreen Avenue; and North Damen Avenue.

Jetco Properties, Incorporated -- to classify as Business Planned Development No. 430, as amended, instead of Business Planned Development No. 430 and a C2-2 General Commercial District the area shown on Map No. 22-H bounded by:

a line 144.0 feet north of and parallel with West 94th Street; South Ashland Avenue; West 95th Street; the westerly right-of-way line of the Penn Central Railroad (now vacant); the south line of West 94th Street as extended; South Beverly Avenue; the alley next north of and parallel with West 94th Street; and the alley next west of and parallel with South Ashland Avenue.

Charles Keesee c/o Richard E. Zulkey -- to classify as a C2-2 General Commercial District instead of B2-2 Restricted Retail and C1-2 Restricted Commercial Districts the area shown on Map No. 18-I bounded by:

a line 124.31 feet north of West 72nd Street; South Western Avenue; West 72nd Street; and the alley next west of and parallel to South Western Avenue.

Lake-Franklin Corporation -- to classify as Central Area Parking Planned Development No. 284, as amended, instead of Central Area Parking Planned Development No. 284 and a C3-7 Commercial Manufacturing District the area shown on Map No. 1-F bounded by:

West Lake Street; North Franklin Street; West Couch Place; and a line 181.24 feet west of North Franklin Street.

Thomas Mahoney, c/o John J. Pikarski, Jr. -- to classify as an R4 General Residence District instead of an R2 Single-family Residence District the area shown on Map No. 12-N bounded by:

a line 114.5 feet north of and parallel to West 52nd Street; South Mulligan Avenue; West 52nd Street; and the alley next west of South Mulligan Avenue.

John Plewa -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 9-M bounded by:

West Addison Street; a line 208.35 feet east of and parallel to North Menard Avenue; the alley next south of and parallel to West Addison Street; and a line 102.26 feet east of and parallel to North Menard Avenue.

Philip Rapp -- to classify as a C4 Motor Freight Terminal District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 1-H bounded by:

an east-west line 126.95 feet south of and parallel to West Walnut Street; a north-south line 103.76 feet east of and parallel to North Western Avenue; West Walnut Street; North Oakley Boulevard; West Lake Street; a north-south line 118.05 feet east of and parallel to North Western Avenue; an east-west line 65.02 feet north of and parallel to West Lake Street; and North Western Avenue.

Renewal -- to classify as a B4-4 Restricted Service District instead of a B2-4 Restricted Retail District the area shown on Map No. 11-G bounded by:

a line 105 feet north of and parallel to West Irving Park Road; North Sheridan Road; West Irving Park Road; and the alley next west of and parallel to North Sheridan Road.

Spectrum Management Company -- to classify as an M2-2 General Manufacturing District instead of an R3 General Residence District the area shown on Map No. 2-M bounded by:

West Arthington Street; South Menard Avenue; a line 60 feet south of West Arthington Street; and the alley next west of and parallel to South Menard Avenue.

Michael D. Stevens -- to classify as a C2-2 General Commercial District instead of a B2-2 Restricted Retail District the area shown on Map No. 13-G bounded by:

a line 381.60 feet south of and parallel to West Ainslie Street; North Clark Street; a line 431.65 feet south of and parallel to West Ainslie Street; and the alley next west of and parallel to North Clark Street.

Stephen J. Subach -- to classify as a Residential Planned Development instead of R3 and R4 General Residence Districts the area shown on Map No. 7-N bounded by:

West Belmont Avenue; the east line of the Chicago, Milwaukee, St. Paul and Pacific Railroad (now North Nashville Avenue); West George Street; and the west line of the



Chicago, Milwaukee, St. Paul and Pacific Railroad (or a line 50 feet west of and parallel to the now dedicated North Nashville Avenue).

Janusz Toczydlowski -- to classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 12-L bounded by:

West 48th Street; South Cicero Avenue; a line 124.41 feet south of and parallel to West 48th Street; and the alley next west of South Cicero Avenue.

---

*Referred -- CLAIMS AGAINST CITY OF CHICAGO.*

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

Allstate Insurance Company (7) Ruth Ellis, Seung H. Ha, Zehija Kalamperovic, Herbert Mays, Alfred and Hilda Ray, James F. Schultz and Jose A. Vargas, Alma Ada, American Ambassador Casualty Company (2) Sylvia Aguilar and Jesse Charleston, American Country Insurance Company and Checker Taxi Company, American Family Insurance Group (3) Leanore S. Aust, Clara Gibbs and Stanley G. Meyers, American Industrial Cleaning Company, American Manufacturers Mutual and Mary and Charles Ryan, American Service Insurance Company and Avis Miller, Atanus Luther;

Badt Karin L., Becharas Harriet, Bernard Marvin, Bernstein Thomas J., Biddle William J., Binion IV Sam, Blackwell Dale J., Blyden Eleanor D., Braoudakis Paul, Brennan Terrence J., Brisco Fred M., Brown Monalisa A., Brown Roberta C., Bunche Wallace, Byrne Lawrence W.;

Calloway Henderson, Campuzano Rosemary, Choy Jeannie, Clark Cathy A., Collins Bobby, Contreras Victor, County of Cook and Timothy Higgins, Crawford Robert L., Cruz Peter B., Curry Minnie B., Czubak Daniel J.;

Daneshgari Khosrow, Daniher Anne, Davis Robert A., DeVito Lewis, Diamond Terry D., Dignan Cheryl L., Dilla Martha J., Dunn M., Dynak Marek;

Economy Fire and Casualty Company (2) Mark F. Kurth and Jonathan W. Landreth, Epstein Samuel;

Fanti Kenneth T., Faraclas Mari E., Freeman Curtis J.;

Gaspord Raymond, Gilliana Matthew J.P., Golab Edward J., Gonzalez Jr. Abel, Gourley William D., Grazevich Stephen P., Gregg Gary R., Griffin Lonie C., Gruber Philip S., Guerra Lillian;

Ha Wi Y., Haggard Edward P., Hagstrand Karl W., Hamilton Annie M., Hampden Tower Condominium Association, Hankins Maggie, Hawkins Muriel A., Hendricks Thomas F., Hepburn Gordon J., Hernandez Jose, High Ridge East Condominium Association, Hollins Patricia F., Houston Brenda, Hunt Jeffrey W.;

Ihejirika Christopher, Illinois Department of Transportation, Illinois Farmers Insurance and Gloria Soto;

Jareczek Gregory, Johnson Elaine S., Jones Dannie, Joseph Harold;

Kelly Clara, Kohler Thurston R., Krone Kevin C., Kwiatkowski Steven G.;

Lee Doh H. and Edith Geissler, Liberty Mutual (2) Econo Car and James H. Wittliff;

Majka Eugene A., Manuti Gemil, Mays Johnny D., McDonnell Michael J., McHugh Paul, McKay Contractors, Incorporated, Medina Enedina, Mercado Wanda, Miller Patricia A., Mirkovic Zivota, Mitchell Alan A.;

National Union Fire Insurance Company and McInerney Chevrolet, Norville Christopher D.;

Obradovich Vojislav, Owsley Jon C.;

Pachut Sister Maximina M., Padilla Salvador, Patel Kamlesh K., Peltier M. C., Peoples Gas Light and Coke Company (12), Popernik Ronald J., Powell Johnny L., Purnell Fred C.;

Robinson Andre M. T., Rocha Sergio, Rodriguez Julio C., Romano Thomas;

Saletta Gina, Scheible Shirley L., Schoewe Rudolph F., Shapiro Ethel, Simmons Marlon J., Sims Bruce W., Smith Catherine, Sobczak Irene and Charlotte Blaszczyk, Stanfield Willa P., State Farm Insurance Companies (7) Lionel M. Cartright, Gail and Michael Kaufman, Paula Klein, Ann Malsh, Willie Richardson, Rita Snyder and Carolyn Yeargin, Steel John T., Strepka Cari L., Stribling Thomas P., Strickland Clarence, Stull Joe W., Sullivan Mary C.;

The Shelby Insurance Group and Curt Cooper, The Travelers and Leon Bishop, Tobias Jeffery M.;

Udelhofen Patrick J.;

Valle Gilberto, Vallera Delio H., Vargas Luis M., Vargas Maria I., Viramontes Irma M.;

Wahba Michael F., Walendzuk Helen J., Watchek Carroll A., Weatherspoon Levonina S., Weger Kathleen A., Werblood Gail S., Wharton Mark F., Wilke Edward J., Williams

Althea M., Williams Eddie, Williams Eula L., Williams Queenie, Williams Thelma, Winston Franklin C., Wooten Edward, World Construction.

---

Aetna Life and Casualty (2) Edward E. Pajak and Johnny and Hattie Shelmire, Allstate Insurance Company (7) Carter Anderson, Malcie E. Jackson, Robert Marcinkus, Margaret Naleway, James Rooks, John Sarbarneck and Thomas Yamasoshi, American Ambassador Casualty Company and Laverne Harris, American Family Insurance Group and Laurie L. Brown, American Service Insurance Company and Ruth Cole, Amica Mutual Insurance Company and Catherine G. Sedlack, Askew Huey P.;

Bailey Thomas, Becker Carole L., Bharia Siraj S., Biddle Robert L., Bielik Jan, Bolin Jeannette F., Boulware Sebastine A., Boyd Predell, Bradford Tommy J., Bricchetto Dolores T. and Richard A. Gruber, Brown Agnes E., Brown Ernest, Burton Dean A., Byrne John A.;

Carlstrom Michael D., Car Rental Corporation/Dollar Rent-A-Car, Carter Anderson, Cavero Francisco R., Chambers Doris J., Chisholm Coleen L., Chung Hojin, Chubb Group of Insurance Companies and Donald W. Aaronson, Clancy John E., Collins Cynthia B., Colonial Penn Insurance Company and Mylah Deliford, Commercial Delivery Company, Connelly Thomas A., Conti Lorenzo, Convito Italiano, Corrigan James S., Costello Ronald A.;

Dangler David W., Dieringer Jr. Charles E., DiGiore William, Dixon Antonia, Doshi Navnit G., Draper Edna, Dudek Lester S.;

Economy Fire and Casualty Company and B. K. Thomas, Incorporated, Edwards Anderson, E & G Place, Egger Mary E., Eftekhari Ehsan, Elliot Doyle W., Erickson Walter W.;

Figg David A., F & W, Incorporated;

Gallegos Adolfo, General Accident Insurance and Dorothy M. Richardson, Giglio Catherine L., Gomberg Sherman N., Gomez Ramon, Gonzalez Manuel, Gray Melvin, Griffin Kathleen, Gutierrez Raymond;

Hairston Lester S., Herbert Julian, Hight Lawrence O., Hoban Edward F., Hogan Geraldine M., Holiday Malouria, Howard Aundre;

Irizarry Luis A.;

Jablonski Susan, James Keith, J. C. Penny Casualty and Simon Fuentes, Jr., Jennigan Stephen, Jewell George A., Jiracek Allen S., Johnson Martha L., Johnson Samuel B., Johnson-Holifield Ethola, Jos. Cacciatore and Company, Juris Allen Lee;

Kattner Lynne M., Kavanaugh Bernard A., Keith's Restaurant, Incorporated, Kelly Michael E., King Leola V., King Susan M., Knowles Betty and James, Kopley Charles,

Korney Helen, Kratky Glenn A., Kriser Bradley A., Kucharski Bogumila M., Kurtz Pandy A.;

Lancy Melania C., Lax William W., Lee Edward M., Levine William N., Lloyd Stephanie and Thomas Klemp, Looby Patrick R., Lupinski Stanislaw;

Macklin Darnell, Mazany Leona C., McAvoy Mary E., McNulty Rosemary, Mead Packaging, Melstein Michael B., Metropolitan Insurance Company and Carol Chapas-Warpsinski, Mickey's Linen & Towel Supply, Incorporated, Mikosz Wayne and Jerri, Miller Katie, Moen Maxfield H., Morton Paul, Moss Inez C., Moss Mary D., Muhammad Abdul Y., Mulcahy Sharon M., Mustafa Carmen C., Narvaez Hernando, Nocerino Phillip R., Nuss Jason D.;

Okunuga Adekunle;

Palao Horacio O., Palladino Sebastian, Penzik Phyllis F., Peoples Gas Light and Coke Company (9), Petersen Uwe C., Pickens-Kane Moving & Storage Company, Pira Fred D.;

Redmond Edna, Reed George W., Rodriguez Daniel, Roman Aida L., Rosas Salvador C., Russley Sister Mary Louise;

Safeco Insurance Companies (2) Gerald Hayes and Mary McNamara, Safeway Insurance Company (7) Annette M. Adamski, Carmen C. Cervantes, Delores Graham, Lisa L. Hall, Lorraine M. Rogers, Willie J. Summerville and Lily Yen, Schifano Doreen, Schneider Sidney, Schulz Karen A., Sebastian Julie A., Segovia Hector, Shafer Esther H., Shaughnessy Laura E., Slimak John Mr. and Mrs., S & M Food and Liquor, Incorporated, Smiley Shirley T., Smith Azalee, Smith Gerald T., Smith Lucille H., Smith Patrick W., State Farm Insurance Company (13) Francis Beko, Margaret Feller, Bernice Golab, Ronald Kirby, John Lee, Louis Mika, Jose Perez, Denise Scarver, James Schwenk, Sandra Spaccapaniccia, David Trump, Gerald Weaver and Carolyn Yeargin, Steffen Dennis A., Szypczak Henry M.;

Takose Eduardo, Taylor Gladys, Taylor Jesse, Thames Brenda, Thomas George W., Thomas Harold W., Tiscareno Joel, Tolar John H., Tolbert Zena M., Totleben Lila H., Travelers Insurance Companies and Armin Fiedler, Tucker Steven R., Tuxedo Junction, Incorporated, Tynes Irene;

United Farm Bureau Mutual Insurance Company and C. Kevin Morris, U.S.A.A. and David Steckel, Usher Charles M.;

Valadez Francis, Vallero Robert A., Vanguard Management Corporation, Velasquez Theresa;

Walsh Polly, Ward John B., Weathersby Mary, Wexler Jerome, White Mosezella, Willis Mary W., Wilson Larry and Eleanor;

Yukawa John S.;

Zajac Alban B., Zarazinski Karen E.

*Referred* -- 1990 PRELIMINARY BUDGET ESTIMATE  
REPORT FOR CITY OF CHICAGO.

Also, a communication from Mr. Edward J. Bedore, Budget Director (received in the City Clerk's office on August 1, 1989) which was, together with the Preliminary Budget Estimate Report for the City of Chicago for year 1990 transmitted therewith, *Referred to the Committee on the Budget and Government Operations.*

---

*Referred* -- CERTIFICATION AS TO AMOUNT OF CITY'S  
CONTRIBUTION TO LABORERS' AND RETIREMENT  
BOARD EMPLOYEES' ANNUITY AND  
BENEFIT FUND.

Also, a communication from Mr. James Capasso, Jr., Executive Director, Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago, addressed to the City Clerk, transmitting a certified copy of a resolution adopted by the board as to the amount of the city's contribution to the fund for the year 1990, which was *Referred to the Committee on Finance.*

---

*Referred* -- CERTIFICATION AS TO AMOUNT OF CITY'S  
CONTRIBUTION TO MUNICIPAL EMPLOYEES'  
ANNUITY AND BENEFIT FUND.

Also, a communication from Mr. Thomas J. Stack, Executive Director, Municipal Employees' Annuity and Benefit Fund of Chicago, addressed to the City Clerk, transmitting a certified copy of a resolution adopted by the board as to the amount of the city's contribution to the fund for the year 1990, which was *Referred to the Committee on Finance.*

---

*Referred* -- CERTIFICATION AS TO AMOUNT OF CITY'S  
CONTRIBUTION TO POLICEMEN'S ANNUITY  
AND BENEFIT FUND.

Also, a communication from Mr. James B. Waters, Jr., Executive Director, Policemen's

Annuity and Benefit Fund of Chicago, addressed to the City Clerk, transmitting a certified copy of a resolution adopted by the board as to the amount of the city's contribution to the fund for the year 1990, which was *Referred to the Committee on Finance*.

---

*Referred --* REQUEST BY COOK COUNTY BOARD OF  
COMMISSIONERS FOR WAIVER OF CERTAIN  
BUILDING PERMIT FEES.

Also, three communications from The Honorable George W. Dunne, President, Board of Commissioners of Cook County, Illinois requesting waivers of building permit fees for the construction of two Cook County Department of Corrections dormitory buildings and for the construction of an addition to the Cook County Juvenile Court and Juvenile Detention Center, which were *Referred to the Committee on Finance*.

---

*Referred --* RECOMMENDATIONS BY COMMISSION ON CHICAGO  
LANDMARKS FOR DESIGNATION OF VARIOUS  
STRUCTURES AS CHICAGO LANDMARKS.

Also, two communications from Mr. William M. McLenahan, Director, Commission on Chicago Landmarks, under dates of July 31 and August 29, 1989 transmitting recommendations that Thalia Hall and the DuPont-Whitehouse House be designated as Chicago Landmarks, which were *Referred to the Committee on Historical Landmark Preservation*.

---

*Referred --* ZONING RECLASSIFICATION OF SPECIFIED AREA.

Also, a communication from Mr. Thomas J. Murphy, P.C., attorney for C & S Recycling, Incorporated, addressed to the City Clerk under the date of September 8, 1989, transmitting a proposed ordinance for amendment of the Chicago Zoning Ordinance by reclassifying the area shown on Map No. 2-K bounded by West Taylor Street, South Pulaski Road, South Karlov Avenue and the B. & O. Railroad tracks, which was *Referred to the Committee on Zoning*.

**REPORTS OF COMMITTEES.**

---

**COMMITTEE ON FINANCE.**

---

**APPOINTMENT OF MR. JOSEPH A. CARI, JR. AS  
MEMBER OF BOARD OF DIRECTORS OF  
CHICAGO PUBLIC LIBRARY.**

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration a communication recommending the appointment of Joseph A. Cari, Jr. as a member of the Board of Directors of the Chicago Public Library for a term ending June 30, 1991, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication 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 committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Joseph A. Cari, Jr. as a member of the Board of Directors of the Chicago Public Library was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

---

APPOINTMENT OF MR. SAN LUONG O AS MEMBER  
OF BOARD OF DIRECTORS OF CHICAGO  
PUBLIC LIBRARY.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration a communication recommending the appointment of San Luong O as a member of the Board of Directors of the Chicago Public Library for a term ending June 30, 1991, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication 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 committee's recommendation was *Concurred In* and the said proposed appointment of Mr. San Luong O as a member of the Board of Directors of the Chicago Public Library was *Approved* by yeas and nays as follows:



*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

---

APPOINTMENT OF MS. DORI WILSON AS MEMBER  
OF BOARD OF DIRECTORS OF CHICAGO  
PUBLIC LIBRARY.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration a communication recommending the appointment of Ms. Dori Wilson as a member of the Board of Directors of the Chicago Public Library for a term ending June 30, 1992, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication 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 committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Dori Wilson as a member of the Board of Directors of the Chicago Public Library was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

---

APPOINTMENT OF MR. GORDON J. MC CLENDON  
AS MEMBER OF BOARD OF DIRECTORS OF  
CHICAGO PUBLIC LIBRARY.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration a communication recommending the appointment of Mr. Gordon J. McClendon as a member of the Board of Directors of the Chicago Public Library for a term ending June 30, 1992, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication 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 committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Gordon J. McClendon as a member of the Board of Directors of the Chicago Public Library was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

---

APPOINTMENT OF MS. CATHERINE M. RYAN AS MEMBER  
OF BOARD OF ETHICS.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration the appointment of Catherine M. Ryan as a member of the Board of Ethics for a term ending July 1, 1993, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication 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 committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Catherine M. Ryan as a member of the Board of Ethics was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

---

PROPERTY LOCATED AT 3636 WEST 59TH 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, September 13, 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 3636 West 59th Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said resolution as adopted:

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

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

WHEREAS, The Acme Ice Company is the owner of the property commonly known as 3636 West 59th Street, Chicago, Illinois and plans to construct an addition to their present facility located at 3600 West 59th Street (hereinafter referred to as the "subject property") with the expectation that said property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance, as amended October 1, 1984; and

WHEREAS, The Acme Ice Company 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 Numbers 19-14-131-027 through and including 19-14-131-033; 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 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 4500 SOUTH KOLIN 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, September 13, 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 4500 South Kolin Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Estate Classification Ordinance as of October 2, 1984, to provide certain real estate tax incentives to property owners who substantially rehabilitate and re-occupy industrial property which has been abandoned for at least a two-year period and/or is located in an enterprise zone; and

WHEREAS, The City of Chicago consistent with the intent of the Cook County Real Estate Classification Ordinance, wishes to induce industry to locate, expand and re-occupy existing facilities in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, 4500 Kolin Limited Partnership, an Illinois partnership, acquired the industrial property having the common street address of 4500 South Kolin Avenue in the City of Chicago; and

WHEREAS, The property has been substantially vacant and abandoned for at least a two-year period; and

WHEREAS, The acquisition and substantial rehabilitation of the property and use of the property for manufacturing and industrial purposes is in the best interests of the health, safety and welfare of the people of this City; and

WHEREAS, The City of Chicago hereby finds that the property qualifies for the property tax incentives of Class 6(b) of the Cook County Real Estate Classification Ordinance; now, therefore,

*Be It Resolved by the Chicago City Council:*

SECTION 1. Real Estate Tax Incentive. Pursuant to the Cook County Real Estate Classification Ordinance, the City of Chicago, Illinois, hereby approves of the subject

property as Class 6(b) property under the Cook County Real Estate Classification Ordinance.

SECTION 2. Subject Property. The incentive shall apply to the property identified in the 1988 Cook County Collector's warrant book as Permanent Real Estate Index Number 19-03-400-096.

SECTION 3. Further Action. The Clerk of the City of Chicago is authorized to and shall send a copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602, Attention: Ms. Laurie Cray; and

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

---

COMMITTEE ON FINANCE URGED TO REVIEW CITY'S DENTAL  
INSURANCE COVERAGE UNDER PARTICIPATING  
PROVIDER OPTION PLAN.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration a resolution directing the Committee on Finance to review the City of Chicago's P.P.O. Dental Plan, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

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

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



*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The City of Chicago implemented a new P.P.O. alternative for dental care in 1989; and

WHEREAS, Many city employees did not in every case understand the ramification of sending in or not sending the postcard they received if they were interested in maintaining their private dentist; and

WHEREAS, There are city employees who have continued to use their private dentists not knowing they were now part of the P.P.O. program and neither are their own dentists; and

WHEREAS, These employees are just now finding out that dental service they and their families have been receiving is not covered by any insurance; now, therefore,

*Be It Resolved*, That the City Council Finance Committee review the city's dental P.P.O. plan and investigate the number of city employees caught in such a situation in order to develop a response to correct this problem.

---

CORPORATION COUNSEL REQUESTED TO PREPARE RELEASES  
FOR LIENS, JUDGMENTS AND FORECLOSURES AGAINST  
PROPERTIES LOCATED AT 136 NORTH CENTRAL  
AVENUE, 140 NORTH CENTRAL  
AVENUE AND 300 NORTH  
MENARD AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance directing the Corporation Counsel to issue releases for all City of Chicago liens against the property located at 136 -- 140 North Central Avenue and 300 North Menard Avenue in the amount of \$23,735, 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has hereinbefore 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 also hereinbefore found and does hereby find that there exists within the City a large number of vacant and underutilized lots often filled with litter, abandoned automobiles and other dangerous and unsightly items and vacant, abandoned or underutilized and deteriorated multiple-family dwellings; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income and the presence of vacant lots containing litter, abandoned autos and other dangerous and unsightly items are harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The owners of many multiple-family dwelling units and vacant lots throughout the City are seriously delinquent in the payment of property taxes, causing a serious drain on the revenues of the City; and

WHEREAS, Many of these properties have been offered for sale to the public by the County of Cook through the Tax Scavenger Sale and many not-for-profit community groups have bid for these properties, either individually or through the Cook County Tax Reactivation Program; and

WHEREAS, Many of these properties have liens recorded against them for moneys expended by the City for demolition, receivership and other costs through the City's police power and under Sec. 271.1 of the Revenue Act of 1939, Ill. Rev. Stat., C. 120, Sec. 752.1, these liens must be released by the City prior to the Court issuing a tax deed to the successful bidder at the tax sale; and

WHEREAS, Two community groups in the Austin neighborhood, Circle Urban Ministries ("Circle"), and Circle Christian Development Corporation ("C.C.D.C.") have successfully bid on three parcels in that neighborhood which have considerable City demolition and receivership liens recorded against them; and

WHEREAS, Circle's parcels, located at 136 -- 140 North Central Avenue, are vacant lots and Circle intend to clean, fence, landscape and utilize the lots for use by Circle's programs and clients; and

WHEREAS, C.C.D.C.'s parcel, located at 300 North Menard Avenue, is a 22-unit apartment building which C.C.D.C. will acquire through the Tax Reactivation Program initially through the City of Chicago and intends to rehabilitate for low income rental housing for the neighborhood; and

WHEREAS, The City liens against each of the properties Circle, and C.C.D.C. are purchasing through the Scavenger Sale are significant and beyond the ability of these community organizations to pay out of their resources; and

WHEREAS, The intended uses and rehabilitation of these properties would greatly benefit the Austin neighborhood and the City of Chicago by placing these properties back into productive use; now, therefore,

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

SECTION 1. The Corporation Counsel of the City of Chicago is hereby authorized to prepare and issue releases for all City of Chicago liens and judgments of record against the properties located at 136 -- 140 North Central Avenue, Chicago (Permanent Index Numbers 16-08-417-020 and 16-08-417-019) in favor of Circle Urban Ministries; and 300 North Menard Avenue, Chicago (Permanent Index Number 16-08-402-028) in favor of Circle Christian Development Corporation (collectively referred to as the "Properties"). A list of the current outstanding liens and judgments against the Properties is attached to this ordinance as Exhibit A. The said releases shall be issued to the respective community groups or their designated representative or attorney for recording.

SECTION 2. The aforesaid Corporation Counsel is hereby authorized and directed to cause any actions to foreclose any of the liens against the Properties to be dismissed immediately upon issuance of the release of liens against the Properties.

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

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

*Exhibit "A"*

Parcel Address And P.I.N.	Type Of Lien And Amount	Document Recording Number And Date
136 North Central Avenue 16-08-417-020	Demolition Lien \$7,100	26118083, Rec. 1/20/82
	Receiver Certificate \$315	25827121, Rec. 4/3/81
140 North Central Avenue 16-08-417-019	Judgment Lien \$2,200 plus \$47.50	88325174, Rec. 7/25/88
	Demolition Lien \$7,100	26118083, Rec. 1/20/82
	Judgment Lien \$4,400	25882112, Rec. 5/26/81
300 North Menard Avenue 16-08-402-028	Judgment Lien \$2,200 plus \$47.50	88325174, Rec. 7/25/88
	Receiver Lien \$325.00	88154525, Rec. 4/14/88

EXECUTION OF MEMORANDUM OF INTENT WITH MIDWAY  
AIRLINES, INCORPORATED FOR ISSUANCE OF  
SPECIAL FACILITY REVENUE BONDS FOR  
CONSTRUCTION AND RENOVATION AT  
CHICAGO MIDWAY AIRPORT.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 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 Memorandum of Intent between the City of Chicago and Midway Airlines for the issuance of Special Facility Revenue Bonds in an amount not to exceed \$20,000,000 for the construction of 20 additional gates and a new commuter terminal at Midway 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 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, Vrdolyak, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 44.

*Nays* -- None.

Alderman Beavers 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, The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois (the "Constitution") having a population in excess of 25,000, and is a home rule unit under Section 6(a), Article VII of the Constitution; and

WHEREAS, The City currently owns and operates an airport known as Chicago Midway Airport (the "Airport"); and

WHEREAS, The City, as a home rule unit and pursuant to the Constitution, is authorized and empowered to issue its revenue bonds to finance the costs of the design, construction, reconstruction, improvement, equipping and modernization of facilities at the Airport; and

WHEREAS, The City and Midway Airlines, Inc. ("Airline") have entered into an Airport Use Agreement for Midway Airport; and

WHEREAS, The City, through its Department of Aviation, is negotiating a long-term hangar lease with Airline for facilities which will serve as a major maintenance facility for Airline's aircraft operations; and

WHEREAS, As part of the development of certain facilities at the Airport, certain hangar and gate improvements are planned in addition to the proposed construction of a new commuter terminal, all said improvements and construction are proposed to be financed by the issuance of not exceeding \$20,000,000 of City of Chicago special facility revenue bonds, and a Memorandum of Intent has been presented under the terms of which the City agrees to issue such bonds for such improvements, now, therefore,

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

SECTION 1. The Mayor of the City of Chicago is hereby authorized to execute a Memorandum of Intent with Midway Airlines, Inc. in substantially the form attached hereto, and said Memorandum of Intent is hereby approved.

SECTION 2. The Mayor of the City of Chicago is hereby authorized to take such further action as is necessary to carry out the intent and purpose of this ordinance and such Memorandum of Intent as executed.

SECTION 3. In adopting this ordinance, the City Council intends to take "official action", within the meaning of Section 1.103-8(a)(5) of the Internal Revenue Service regulations pertaining to industrial development bonds, toward the issuance of the City of Chicago special facility revenue bonds referred to in this ordinance and the Memorandum of Intent.

SECTION 4. This ordinance shall be effective upon its passage.

Memorandum of Intent attached to this ordinance reads as follows:

*Memorandum Of Intent.*

This Memorandum of Intent is between the City of Chicago, Illinois (the "Issuer") and Midway Airlines, Inc. (the "Company").

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in this Memorandum of Intent are the following:

(a) The Issuer is authorized to issue its special facility revenue bonds to finance the cost of design, construction and equipping of certain facilities at Chicago Midway Airport (the "Airport").

(b) The Company desires to rehabilitate certain facilities and to design and construct certain other facilities at the Airport (the "Project") which are expected to cost not exceeding \$20,000,000. The Company has requested the Issuer to assist the Company in financing the cost of the Project (including reimbursement of costs incurred prior to the issuance of the bonds) by issuing its special facility revenue bonds.

(c) The proposed financing will contribute to the public welfare and constitute a public purpose pursuant to Illinois Constitution Article VIII, Section 1(a).

(d) The revenue bonds of the Issuer shall be limited obligations of the Issuer payable solely out of the revenues derived by the Issuer from the financing agreement referred to below. No holder of any such bonds shall have the right to compel any exercise of the taxing power of the Issuer or any political subdivision of the State of Illinois and such bonds shall not constitute an indebtedness or a loan of credit of the Issuer. It is the expectation of the Company that interest on the bonds will not be includable in gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "1986 Code").

(e) The Issuer intends to issue and sell its revenue bonds in an amount of not exceeding \$20,000,000 to pay for or reimburse the Company for the costs of the Project subject to: (i) due compliance with all applicable legal requirements; (ii) receipt of adequate assurance from the Company that there are one or more purchasers for the bonds; and (iii) Issuer's determination that at the time the bonds are to be issued the Project remains consistent with its then currently planned use of the Airport.

2. Undertakings on the Part of the Issuer. Subject to the conditions above stated, the Issuer intends as follows:

(a) To authorize the issuance and sale of the bonds pursuant to its lawful and constitutional authority.

(b) To negotiate the terms of a financing agreement pursuant to which the Company will among other things agree to pay to, or on behalf of, the Issuer such sums as shall be sufficient to pay the principal of, interest on and redemption premium, if any, on the bonds as and when the same shall become due and payable.

3. Approvals. The intention of the Issuer to proceed is subject to the conditions of paragraph 1(e) above, approval by it and by its attorneys of all appropriate documents, and to satisfaction of the requirements of Issuer, state and federal laws, regulations and executive orders including, but not limited to, Section 147(f) of the 1986 Code.

4. Undertakings on the Part of Company. Subject to the conditions above stated, the Company agrees as follows:

(a) That it will use all reasonable efforts to find one or more purchasers for the bonds.

(b) That contemporaneously with the delivery of the bonds, it will enter into instruments with the Issuer, under the terms of which the Company will obligate itself to among other things pay to, or on behalf of, the Issuer sums sufficient in the aggregate to pay the principal of interest on and redemption premium, if any, on the bonds as and when the same shall become due and payable. The Company further agrees that the Issuer among other things may require that the bonds be subject to a mandatory call upon the termination or expiration of the term, as may be extended from time to time, of the Airport Use Agreement and Terminal Facilities Lease between the Company and the Issuer dated December 2, 1985.

5. General Provisions. All commitments of the Issuer under paragraph 2 hereof and of the Company under paragraph 4 hereof are further subject to the condition that on or before 365 days from the date hereof (or such other date as shall be mutually satisfactory to the Issuer and the Company), the Issuer and the Company shall have agreed to mutually acceptable terms and conditions of the instruments referred to in paragraphs 2 and 4 and of the bonds and other instruments or proceedings relating to the bonds. In the event Issuer and the Company do not agree to such mutually acceptable terms and conditions, or in the event that bonds are not issued hereunder, neither party shall be bound or obligated to perform any action under the terms of this Memorandum of Intent; provided, however, that the Company shall be obligated to pay all out-of-pocket costs reasonably incurred by the Issuer in connection with this Memorandum of Intent.

In Witness Whereof, The parties hereto have entered into this Memorandum of Intent by their officers thereunto duly authorized as of the \_\_\_\_\_ day of \_\_\_\_\_, 1989.

[Signature form omitted for printing purposes.]



AMENDMENT OF ORDINANCE WHICH AUTHORIZED SALE OF  
CITY OF CHICAGO GENERAL OBLIGATION TENDER  
NOTES, SERIES 1987C TO PURCHASE CAPITAL  
EQUIPMENT FOR DEPARTMENT OF FIRE.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance amending an ordinance authorizing the expenditure of salvage funds from the City of Chicago General Obligation Tender Notes, Series 1987C for the purpose of purchasing 16 ambulances and cardiac monitors for the Department of Fire, 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, By ordinance passed on November 24, 1986, and published at pages 37208 to 37315 of the Journal of Proceedings of the City Council of said date (hereinafter "the 1987 Note Ordinance"), the City Council of the City of Chicago authorized the sale of City of Chicago General Obligation Tender Notes, Series 1987C (hereinafter "the 1987C Notes") for the purchase of certain specified capital equipment; and

WHEREAS, Section 28(c) of the 1987 Note Ordinance provided that the proceeds of the 1987C Notes should be deposited in the appropriate funds of the City until such purchases were made; and

WHEREAS, The equipment identified in the 1987 Note Ordinance has been purchased; and

WHEREAS, After the purchase of all equipment identified in the 1987 Note Ordinance, a balance of \$704,000 remains available from the proceeds of the 1987C Notes; and

WHEREAS, Section 75(g) of the 1987 Note Ordinance provides that upon notice to and consent of the Bank, the Trustee and the Paying Agent identified therein, the City of Chicago may modify, alter, amend or supplement said ordinance in any manner which is not prejudicial to the noteholders, and which does not effect a change in the times, amounts or currency of payment of principal of or interest on the 1987C Notes, or a preference or priority of any Note or Notes over any other Note or Notes, or a reduction in aggregate principal amount of Notes needing consent of the Noteholders; and

WHEREAS, An amendment of the ordinance to authorize the purchase of additional capital equipment from existing funds will not be prejudicial to the Noteholders and will not effect any change in the times, amounts or currency of payment of principal of or interest on the 1987C Notes, or a preference or priority of any Note or Notes over any other Note or Notes, or a reduction in aggregate principal amount of Notes needing consent of the Noteholders; now, therefore,

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

SECTION 1. The ordinance passed by the City Council on November 24, 1986, and published at pages 37208 to 37315 of the Journal of Proceedings of the City Council of said date, authorizing the sale of City of Chicago General Obligation Tender Notes, Series 1987C, is hereby amended by adding the following paragraph to the end of Exhibit B (pages 37256 -- 37258):

The amounts shown in this Exhibit B shall be considered maximum amounts to be expended for the items identified herein. In the event that purchases are made for lesser amounts, any funds remaining after purchases identified herein may be expended for additional capital equipment as needed, at the discretion of the Budget Director. In no event, however, shall the total amount expended for all purchases of capital equipment exceed the principal amount of the Series 1987C Notes.

SECTION 2. This ordinance shall be in full force and effect upon its passage and approval, and upon consent hereto by the Bank, the Trustee and the Paying Agent of the 1987 General Obligation Tender Notes, Series 1987C.

---

EXECUTION OF LOAN AGREEMENT WITH MS. BRENDA L. BROWN  
AND THE HOSIERY CENTRE, INCORPORATED FOR  
WORKING CAPITAL.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an Illinois Revolving Loan between the City of Chicago and Brenda Brown in the amount of \$10,000, necessary for the purpose of providing working capital for The Hosiery Centre, Incorporated, located at 7626 South Racine Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Economic Development of the City of Chicago has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of economic development activity in the City; and

WHEREAS, The State of Illinois has made available to the City of Chicago, through the federal Community Service Block Grant Program, a grant in the amount of \$500,000 to be used to make low interest loans to start-up and expanding businesses; and

WHEREAS, Brenda L. Brown and The Hosiery Centre, Incorporated, has made an application to the Department of Economic Development to borrow \$10,000 under the Illinois Revolving Loan program for purposes of providing working capital for the establishment of a retail store, which will result in the creation of two (2) full-time and one (1) part-time permanent job opportunities for low income individuals residing in the City of Chicago; and

WHEREAS, The Economic Development Commission has approved the application of Brenda L. Brown and The Hosiery Centre, Incorporated, for \$10,000; now, therefore,

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

SECTION 1. The Commissioner of the Department of Economic Development is authorized to enter into and execute, subject to review by the Corporation Counsel, a Loan Agreement with Brenda L. Brown and The Hosiery Centre, Incorporated, pursuant to which the City will loan \$10,000 to provide working capital. The Loan Agreement shall contain those basic terms and conditions outlined in Exhibit A which is attached hereto and made a part of this ordinance.

SECTION 2. The Commissioner of the Department of Economic Development is further authorized to enter into and execute such other documents as may be necessary and proper to implement the terms of the Loan Agreement.

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

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

*Exhibit "A".**Basic Terms And Conditions.*

**Borrower:** The Hosiery Centre, Incorporated.

**Loan Amount:** \$10,000.

- a) The City shall receive a second lien on all business assets of The Hosiery Centre, Incorporated, and other related entities.
- b) Executed First Source Agreement with the City of Chicago.
- c) Any move of the company outside of the City of Chicago during the life of the loan shall be an event of default.

**Terms:**

**Term:** 7 years.

**Interest Rate:** 3% fixed.

**Repayment:** Monthly payment of principal and interest for seven years.

**Additional Payments to City:** N/A.

---

EXECUTION OF LOAN AND SECURITY AGREEMENT WITH  
HYDROAIRE, INCORPORATED FOR PURCHASE OF  
MACHINERY AND EQUIPMENT.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 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 Business Development Loan between the City of Chicago and HydroAire, Incorporated in the amount of \$182,400, necessary for the purchase of machinery and equipment for a project located at 834 West Madison Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Economic Development of the City of Chicago has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of economic development activity in the City; and

WHEREAS, The United States Department of Housing and Urban Development has made available to the City of Chicago, through the federal Community Development Block Grant Program, to be used to make low interest loans to start-up and expanding businesses; and

WHEREAS, The HydroAire, Incorporated, has made application to the Department of Economic Development to borrow \$182,400 for the purpose of purchasing additional

machinery and equipment, which will result in the creation of an estimated 18 new, permanent job opportunities for low and moderate income persons residing in the City; and

WHEREAS, The Economic Development Commission has approved the application of the HydroAire, Incorporated; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Loan and Security Agreement with the HydroAire, Incorporated, pursuant to which the City will loan \$182,400 to the HydroAire, Incorporated to assist HydroAire, Incorporated, to expand its manufacturing and refurbishing of industrial pumps service operation, said Loan and Security Agreement to be substantially in the form attached hereto as Exhibit A.

SECTION 2. The Commissioner of Economic Development is further authorized to enter into and execute such other documents as may be necessary and proper to implement the terms of the Loan and Security Agreement.

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

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

*Exhibit "A".*

*Basic Terms And Conditions.*

Borrower: HydroAire, Incorporated.

Loan Amount: \$182,400.

- a) The term of the loan shall be five (5) years;
- b) The interest rate charged shall be 75% of prime;
- c) Repayment shall be based upon a 10-year amortization with a final balloon payment in the 60th month; and
- d) The loan shall be secured by the following:
  - 1) Second security interest or not less than a shared second security interest with the State of Illinois on all acquired machinery and equipment;

2) Personal guaranties of George Harris, Diedrick N. Brinkman and Albert P. Duffy; and

3) Corporate guarantee of Madison Street Partnership.

e) Borrower shall provide proof of additional financing in substantial compliance with the following:

1) \$185,000 in private financing amortized over 10 years with term of five (5) years; and

2) \$177,200 in State of Illinois funds at 50% with a term of seven (7) years.

---

EXECUTION OF LOAN AND SECURITY AGREEMENT WITH  
MET DISPLAYS, INCORPORATED FOR PURCHASE  
OF MACHINERY AND EQUIPMENT.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 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 Business Development Loan between the City of Chicago and Met Displays, Incorporated in the amount of \$350,000, necessary for the purchase of machinery and equipment for a project located at 4201 West Belmont Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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



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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Economic Development of the City of Chicago has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of economic development activity in the City; and

WHEREAS, The United States Department of Housing and Urban Development has made available to the City of Chicago through the federal Community Development Block Grant Program, a grant to be used to make low interest loans to expanding businesses; and

WHEREAS, Met Displays, Incorporated, has made an application to the Department of Economic Development to borrow \$350,000 for the purpose of purchasing machinery and equipment for use at 4201 West Belmont Avenue, which will result in the retention of 32 positions and creation of an estimated 35 new, permanent job opportunities over three years for low to moderate income persons residing in the City of Chicago; and

WHEREAS, The Economic Development Commission has approved the application of Met Displays, Incorporated for \$350,000; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute, subject to review by the Corporation Counsel, a Loan and Security Agreement with Met Displays, Incorporated, pursuant to which the City will loan \$350,000 to Met Displays, Incorporated, to assist in the expansion of operations, said Loan and Security Agreement to contain the terms set forth in Exhibit A.

SECTION 2. The Commissioner of Economic Development is hereby further authorized to enter into and execute such other documents as may be necessary and proper to implement the terms of the Loan and Security Agreement.

SECTION 3. 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".*

*Basic Terms And Conditions.*

Met Displays, Incorporated.

Loan Amount: \$350,000 Business Development Loan.

- a. The term of the loan shall be on a ten (10) year amortization with a five (5) year call provision. The Loan shall be payable in sixty (60) payments of fixed principal and variable interest depending on the prime rate with a balloon payment of all outstanding principal in the fifth year.
- b. The interest rate charged shall be 75% of the Prime Rate, adjusted quarterly.
- c. The City shall receive a first lien position on all equipment and machinery purchased with City funds. The City shall also receive a second lien position, approved by the Senior Lender, through a collateral assignment of beneficial interest in the land trust holding the title on the project real estate at 4201 West Belmont.
- d. The City shall receive the unlimited personal guarantees of Thomas and Mary Lee Abinanti and Thomas Michael Abinanti.
- e. The City shall receive proof of additional financing under the following terms:
  - (1) Private bank financing in the amount of \$700,000 on a twenty-five (25) year amortization with a balloon payment of all outstanding principal after five (5) years at the prime rate plus one-half of one percent (1/2%); and
  - (2) Private equity investment of \$620,000.

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

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the creation of Special Service Area Number 10 and authorizing the levy of a special annual services tax in the area generally bounded by 47th Street from the Conrail railroad tracks to Loomis Avenue and on Ashland Avenue from the Conrail railroad tracks to 49th 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 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

Alderman Burke requested that the record reflect the said passed ordinance was transmitted to the Mayor, who affixed his signature to said ordinance at 10:55 A.M.

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on September 13, 1989, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), in and for that part of the City of Chicago in the area fronting in whole or in part on 47th Street from the Conrail Railroad tracks on the west (2200 West) to Loomis Avenue on the east and on Ashland Avenue from the Conrail Railroad tracks on the north (4000 South) to 49th Street on the south for the purpose of furnishing special services in and for said area, said special service area being designated as "City of Chicago Special Service Area Number 10"; that the ordinance creating said area authorized the levy of a special annual services tax (the "services tax") on all taxable property therein to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include, but not be limited to, recruitment of new businesses to the area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development; provided that said services tax shall not exceed an annual rate of one and ninety one-hundredths of one percent (1.90%) of the assessed value, as equalized, of the taxable property within the special service area; that the Commissioner of the Department of Economic Development or his designee has heretofore transmitted to the City Council his recommendations for a yearly budget to provide the special services required to be furnished in Special Service Area Number 10 for the fiscal year commencing January 1, 1990, and has further advised the Mayor and the City Council concerning the services tax necessary to be levied in Special Service Area Number 10 for the tax year 1989 for the purpose of providing funds necessary to provide said special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number 10, which said special services are unique to said area and are in addition to services provided by and to the city generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the services tax against all taxable property within said special service area, indicated as follows:

*Back Of The Yards Service Commission  
Special Service Area Budget.*

For the fiscal year beginning January 1, 1990 and ending December 1, 1990.

## Expenditures.

## Administrative Fees:

Accountant/Audit	\$3,000
Legal	5,000
Dues and Subscriptions	1,000
D.E.D. Fee	1,300

## Payroll Expenses:

Wages	\$52,500
Taxes	5,445
Workers Compensation	6,437
Health Insurance	14,400

## Office Expenses:

Telephone	\$1,500
Rental	3,600
Computer System	7,000
Postage	1,000
Mileage	1,000
Copier Machine	1,200
Volunteer	350
Liability Insurance	3,000

**Contingency Fund:**

Repayment of Loan for S.S.A. Establishment	\$25,000
--	----------

**Maintenance:**

Private Security	\$10,000
------------------	----------

Sidewalk Sweeping	44,400
-------------------	--------

Landscape Maintenance	16,218
-----------------------	--------

Seasonal Promotions	<u>46,500</u>
---------------------	---------------

<b>Total Budget Request:</b>	<b>\$249,850</b>
------------------------------	------------------

**Source Of Funding.**

Tax levy at a rate not  
to exceed one and ninety one-  
hundredths of one percent (1.90%)  
of the assessed value, as equalized,  
of taxable property within  
Special Service Area Number 10.

	\$249,850
--	-----------

**SECTION 3. Levy of Taxes.** There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L) (2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), and pursuant to the provisions of an ordinance adopted on September 13, 1989, creating City of Chicago Special Service Area Number 10, the sum of \$249,850.00

as the amount of the services tax for the tax year 1989 to be levied against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 10.

**SECTION 4. Filing.** The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the services tax herein provided for, said services tax to be extended for collection by the County Clerk for the tax year 1989 against all the taxable property within the territory located within City of Chicago Special Service Area Number 10, the amount of the services tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said special service area and said services tax shall not exceed an annual rate of one and ninety one- hundredths of one percent (1.90%) of the assessed value, as equalized, of the taxable property within the special service area.

**SECTION 5. Publication.** This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

**SECTION 6.** This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

---

**INCREASE IN LEVY OF SPECIAL SERVICES TAX FOR  
SPECIAL SERVICE AREA NUMBER ELEVEN.**

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing an increase in the levy of the special service area tax for Special Service Area Number 11, 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(L) (2) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties", Ill. Rev. Stat., Chapter 120, Section 1301 et seq., and pursuant to the Revenue Act of 1939, as amended from time to time; and

WHEREAS, By ordinances adopted July 27, 1988 and September 14, 1988, the City Council of the City of Chicago created the area located within the City of Chicago known and designated as "City of Chicago Special Service Area Number 11" (the "area") and authorized the levy of a special annual services tax (the "services tax") at a maximum rate of .65% upon taxable property therein; and

WHEREAS, The special services provided to the area in addition to services provided by and to the City generally include but are not limited to recruitment of new businesses to the area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development; and

WHEREAS, On July 18, 1989, the Committee on Finance of the City Council of the City of Chicago set a date of August 28, 1989 for a public hearing in order to ratify the creation of Special Service Area Number 11 and consider the levy of the services tax imposed therein and the increase of the levy of the services tax from a maximum rate of .65% to 3% of the equalized assessed value of taxable property within Special Service Area Number 11; and



WHEREAS, Pursuant to said Committee on Finance action, proper notice was given and a public hearing was held on August 28, 1989, at which hearing the ratification of the creation of Special Service Area Number 11, the levy of the services tax imposed therein and the increase of the levy of the services tax from a maximum rate of .65% to 3% of the equalized assessed value of taxable property within Special Service Area Number 11 was considered and all interested persons affected thereby were allowed to file written objections thereto and to be heard orally thereon regarding said matters; and

WHEREAS, After considering the data as presented at the public hearing, the City Council of the City of Chicago finds that it is in the public interest to ratify the creation of Special Service Area Number 11 and to increase the levy of the services tax from a maximum rate of .65% to 3% of the equalized assessed value of taxable property therein; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. The creation of Special Service Area Number 11 is hereby ratified and the increase of the levy of the special annual services tax (the "services tax") authorized from a maximum rate of .65% to 3% of the equalized assessed value of taxable property therein. Said area consists of the territory described herein and incorporated hereto as Exhibit 1. An accurate map of said area is attached hereto and made a part hereof as Exhibit 2.

SECTION 3. The effective date for the commencement of the increase of the services tax authorized to be levied to provide for special services within Special Service Area Number 11 shall be the date of passage of this ordinance, unless within 60 days from August 28, 1989, a petition signed by at least 51% of the electors residing within Special Service Area Number 11 and by at least 51% of the owners of record of the land included within the boundaries of said area, as determined as of August 28, 1989, objecting to the ratification of the creation of Special Service Area Number 11 or to the levy of the services tax imposed therein or to the increase in the maximum rate of the services tax from .65% to 3% is filed with the City Clerk, in which instance the services tax shall cease to be levied within Special Service Area Number 11.

SECTION 4. 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 5. This ordinance shall become effective from and after its passage.

[Exhibit 2 attached to this ordinance printed on page  
4091 of this Journal.]

Exhibit 1 attached to this ordinance reads as follows:

*Exhibit 1.*

A tract of land in the west half of the southwest quarter of Section 16 in the east half of the southeast quarter of Section 17, in the east half of the northeast quarter of Section 20 and in the west half of the northwest quarter of Section 21, all in Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

Beginning at a point being the intersection of the north line of West 61st Place and the east line of South Union Avenue; thence west along said north line of West 61st Place to its intersection with the east line of the north-south public alley first east of and parallel to South Halsted Street; thence north along said east line of said alley, extended north, to its intersection with the center line of West 61st Street; thence west along said center line of West 61st Street to its intersection with the west line, extended north, of the north-south public alley first west of and parallel to South Halsted Street; thence south along said west line of said public alley, extended south, to its intersection with the north line of Lot 11 in Lyon's Subdivision of Lots 5 and 6 of S. S. Crocker's Resubdivision of the southeast quarter of the southeast quarter of Section 17 aforesaid; thence west along said north line of Lot 11 and along said north line, extended west to the north line of Lot 14 in Lyon's Subdivision aforesaid; thence along the north line of said Lot 14, extended west, to the north line of Lot 23 in Lyon's Subdivision aforesaid; thence west along the north line of said Lot 23, extended west, to the center line of South Peoria Street; thence north along the center line of South Peoria Street to its intersection with the north line extended east, of Lot 2 in Block 1 of Uhlieh & Hoffman's Subdivision of Lots 5 to 10 in Crocker's Resubdivision of the west half of the southeast quarter of the southeast quarter of Section 17 aforesaid; thence west along the said north line of Lot 2, extended west, to the west line of the north-south public alley first west of and parallel to South Peoria Street; thence south along the west line of said public alley to its intersection with the north line of Lot 27 in Block 1 of Uhlieh & Hoffman's Subdivision aforesaid; thence west along the north line of said Lot 27, extended west, to its intersection with the west line of South Sangamon Street; thence south along said west line of South Sangamon Street to its intersection with the north line of Lot 11, in Block 2 of Crocker's Resubdivision of the south half of the west half of the southeast quarter of the southeast quarter of Section 17 aforesaid; thence west along said north line of said Lot 11, extended west, to its intersection with the west line of the north-south public alley first west of and parallel to South Sangamon Street; thence south along said west line of said public alley to its intersection with the north line of Lot 29 in Block 2 of Crocker's Resubdivision aforesaid; thence west along the north line of said Lot 29, extended west, to its intersection with the center line of South Morgan Street; thence south along the said center line of South Morgan Street to its intersection with the south line of West 63rd Street; thence east along the south line of West 63rd Street to its intersection with the west line of South Sangamon Street; thence south along the west line of South Sangamon Street to the south line, extended west, of the east-west public alley first north of and parallel to West 64th Street; thence east along said south line, extended

east, of said public alley to its intersection with the west line of South Peoria Street; thence south along said west line of South Peoria Street to its intersection with the south line of West 64th Street; thence east along said south line of West 64th Street to its intersection with the west line of South Green Street; thence south along the west line of South Green Street to its intersection with the south line of West 65th Street; thence east along said south line of West 65th Street to its intersection with the west line of the north-south public alley first west of and parallel to South Halsted Street; thence south along said west line of said public alley, extended south, to its intersection with the center line of West 66th Street; thence east along said center line of West 66th Street to its intersection with the east line, extended south, of the north-south public alley first east of and parallel to South Halsted Street; thence north along the east line of said public alley to its intersection with the north line of Lot 36 in Leopold Mayer's Subdivision of the north half of Block 15 and Lots 2, 3 and 6 of Block 14 of Linden Grove Subdivision of part of the northwest quarter of Section 21 aforesaid; thence east along said north line of Lot 36, extended east, to its intersection with the east line of South Emerald Avenue; thence north along said east line of South Emerald Avenue to its intersection with the south line of the east-west public alley first south of and parallel to West 65th Street; thence east along the south line, extended east, of said public alley to its intersection with the east line of South Union Avenue; thence north along said east line of South Union Avenue to its intersection with the south line of West 65th Street; thence east along said south line of West 65th Street to its intersection with a line 30 feet east of and parallel to the east line of South Union Avenue; thence north along said line 30 feet east of and parallel to the east line of South Union Avenue, a distance of 423 feet to its intersection with a line 273 feet south of and parallel to the center line of West 64th Street; thence east along said line 273 feet south of and parallel to said center line of West 64th Street to its intersection with a line 77 feet east of and parallel to the east line of South Union Avenue; thence north along said line 77 feet east of and parallel to the east line of South Union Avenue to its intersection with the center line of West 64th Street; thence east along said center line of West 64th Street to its intersection with a line 94.4 feet east of and parallel to the east line of South Union Avenue; thence north along said line 94.4 feet east of and parallel to South Union Avenue to its intersection with the north line of the east-west public alley first north of and parallel to West 64th Street; thence west on the north line of said public alley to its intersection with a line 93.4 feet east of and parallel to the east line of South Union Avenue; thence north along said line 93.4 feet east of and parallel to the east line of South Union Avenue to its intersection with the south line of West 63rd Place; thence east along the south line of West 63rd Place to its intersection with a line 150 feet east of and parallel to the east line of South Union Avenue; thence north along said line 150 feet east of and parallel to South Union Avenue to its intersection with the north line of the east-west public alley first north of and parallel to West 63rd Place; thence west along the north line of said alley to its intersection with a line 95.4 feet east of and parallel to the east line of South Union Avenue; thence north along said line 95.4 feet east of and parallel to the east line of South Union Avenue to its intersection with the south line of West 63rd Street; thence east along said south line of West 63rd Street to its intersection with the west line, extended south of Lot 11 in Block 7 of Hoyt, Canfield and Matteson's Subdivision of the south half of the southwest quarter of the southwest quarter of Section 16 aforesaid; thence north along said west line, extended south, of Lot 11 to its intersection with the north line of West 63rd Street; thence along a line

drawn from said point of intersection on the north line of West 63rd Street and running northwesterly to the point of intersection of the south line of West Englewood Avenue with the west line of Lot 9 in Block 6 in Hoyt, Canfield and Matteson's Subdivision aforesaid; thence north along said west line, extended north of Lot 9 to its intersection with the north line of West Englewood Avenue; thence west along said north line of West Englewood Avenue to its intersection with the west line of Lot 1 in Block 4 in Hoyt, Canfield and Matteson's Subdivision aforesaid; thence north along said west line of Lot 1, extended north, to its intersection with the southwest corner of Lot 44 in Block 4 of Hoyt, Canfield and Matteson's Subdivision aforesaid; thence north along the west line of said Lot 44 to its intersection with the southwest corner of Lot 1 in Block 2 of Hoyt, Canfield and Matteson's Subdivision aforesaid; thence north along the west line of said Lot 1 to its intersection with the south line of West 62nd Street; thence northwesterly along a line drawn from the point of intersection of the west line of said Lot 1 and the south line of West 62nd Street to the point of intersection of the north line of West 62nd Street and the west line of Lot 53 in Lister's Subdivision of west three-fifths of the south half of the north half of the southwest quarter of the southwest quarter of Section 16 aforesaid; thence north along the west line of said Lot 53 to its intersection with the east line of South Union Avenue; thence northeasterly and north along said east line of South Union Avenue to its intersection with the north line of West 61st Place, the point of beginning.

Excepting from said area the following parcels:

Permanent Index Numbers:

20-16-315-001-0000

20-16-315-002-0000

20-16-315-003-0000

20-17-421-025-0000

20-16-421-027-0000

20-16-421-029-0000

20-17-421-043-0000

20-17-421-044-0000

20-17-423-021-0000

20-17-423-022-0000

20-17-423-023-0000

20-17-423-024-0000

20-17-423-025-0000

20-17-423-026-0000

20-17-423-027-0000

20-17-423-028-0000

20-17-423-029-0000

20-17-423-030-0000

20-17-423-031-0000

---

TRANSMITTAL OF 1990 BUDGET AND TAX LEVY FOR  
SPECIAL SERVICE AREA NUMBER TWO.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the transmittal of the 1990 Budget and Tax Levy in the amount of \$99,200 for Special Service Area Number 2, in an area generally bounded by Henderson Street, George Street, Central Avenue, Long Avenue, Austin Avenue and Belmont Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

(Continued on page 4092)



(Continued from page 4090)

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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on June 30, 1982, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), in and for that part of the City of Chicago bounded by Henderson Street on the north; George Street on the south and fronting on Central Avenue on both east and west sides; Long Avenue on the east; Austin Avenue on the west and fronting on Belmont Avenue on both north and south sides for the purpose of furnishing special services in and for such area, such special service area being designated as "City of Chicago Special Service Area Number 2"; that the ordinance creating Special Service Area Number 2 authorized the levy of a special annual tax on all taxable property therein to provide for the payment of costs of furnishing maintenance, operation and upkeep of an automobile parking facility located at 3140 North Central Avenue, provided that such special annual tax not exceed an annual rate of one and one-half percent (1.5%) of the assessed value, as equalized, of the taxable property within the special service area; that the ordinance creating Special Service Area Number 2 provided for the appointment of the Belmont-Central Parking Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for such special service area and further to advise the Mayor and the City Council regarding the special annual tax to be levied against the taxable property within such special service area; that the Belmont-Central Parking Commission has been duly appointed and qualified and has heretofore prepared and

transmitted to the Commissioner of the Department of Economic Development and to the City Council its recommendations for a yearly budget to provide the special services required to be furnished in Special Service Area Number 2 for the fiscal year commencing January 1, 1990, and has further advised the Mayor and the City Council concerning the special annual tax necessary to be levied in Special Service Area Number 2 for the tax year 1989 for the purpose of providing funds necessary to provide such special services.

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

*Belmont-Central Parking Commission  
Special Service Area Budget.*

For the fiscal year beginning January 1, 1990 and ending December 31, 1990.

Expenditures.

Payroll Expense:

Wages	\$22,326
Payroll Taxes	2,424
Insurance	1,030

Occupancy Expense:

Utilities	\$10,000
Maintenance	2,800



## Administrative Expense:

Snow Plowing		\$ 450
Accounting and Legal		1,100
Advertising and Community Awareness		8,318
Cleaning		700
Insurance		11,500
Office Expense		120
Security Services	20,000	
Supplies		500
Other Administrative		150
License and Fees	1,500	
Interest Earned		(1,200)
Reserved for Major Maintenance		16,500
Funds for Loss in Tax Collections		<u>982</u>

Total Budget Request: \$ 99,200

## Source Of Funding.

Tax levy at a rate not to exceed one and one-half percent (1.5%) of the assessed value, as equalized, of taxable property within Special Service Area Number 2.

\$ 99,200

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units

and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.) and pursuant to the provisions of an ordinance adopted on June 30, 1982, establishing City of Chicago Special Service Area Number 2, the sum of \$99,200.00 as a special annual tax for the tax year 1989 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 2.

**SECTION 4. Filing.** The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special annual tax herein provided for, such special annual tax to be extended for collection by the County Clerk for the tax year 1989 against all the taxable property within the territory located within City of Chicago Special Service Area Number 2, the amount of such special annual tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said special service area and such special annual tax shall not exceed an annual rate of one and one-half percent (1.5%) of the assessed value, as equalized, of the taxable property within the special service area.

**SECTION 5. Publication.** This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies shall be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

**SECTION 6.** This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

---

**TRANSMITTAL OF 1990 BUDGET AND TAX LEVY FOR  
SPECIAL SERVICE AREA NUMBER THREE.**

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the transmittal of the 1990 Budget and Tax Levy in the amount of \$290,000 for Special Service Area Number 3, in an area generally bounded by South Central Park Avenue, South Western Avenue, West 62nd Street and West 64th 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 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Carter, Langford, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on October 31, 1983, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), in and for that part of the City of Chicago in the area wholly or partially fronting on 63rd Street, from Bell Avenue to Central Park Avenue; on Kedzie Avenue, from 62nd Street to 64th Street; and on Western Avenue, from 61st Street to 64th Street for the purpose of furnishing special services in and for said area, said special service area being designated as "City of Chicago Special Service Area Number 3"; that by ordinance adopted July 13, 1988, the City Council authorized the continuation of the levy of a special annual services tax (the "services tax") on all taxable property therein to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include, but not be limited to, recruitment of new businesses to the area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development; provided that said services tax shall not exceed an annual rate of one and twenty-five one-hundredths percent (1.25%) of the assessed value, as equalized, of the taxable property within the special service area; that the ordinance authorizing the continuation of the services tax within Special Service Area Number 3 provided for the reappointment of the Chicago Southwest Business Growth Area Commission for the purpose of recommending to

the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for said special service area and further to advise the Mayor and the City Council regarding the services tax to be levied against the taxable property within said special service area; that the Chicago Southwest Business Growth Area Commission has heretofore prepared and transmitted to the Commissioner of the Department of Economic Development and to the City Council its recommendations for a yearly budget to provide the special services required to be furnished in Special Service Area Number 3 for the fiscal year commencing January 1, 1990, and has further advised the Mayor and the City Council concerning the services tax necessary to be levied in Special Service Area Number 3 for the tax year 1989 for the purpose of providing funds necessary to provide said special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number 3, which said special services are unique to said area and are in addition to services provided by and to the City generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the services tax against all taxable property within said special service area, indicated as follows:

*Chicago Southwest Business Growth Area Commission  
Special Service Area Budget.*

For the fiscal year beginning January 1, 1990 and ending December 31, 1990.

Expenditures.

Administration Fees:

Greater Southwest Development Corp.	\$96,000
Multi-Peril Liability Insurance	2,500
Fringe Benefits and Payroll Taxes	3,400
Postage and Wiring Fees	1,200
Office Supplies	700
Travel, Parking and Tolls	1,000
Public Relations, Seminars and Business Meetings	1,600

Dues and Subscriptions	200
Audit Fees	1,500
Miscellaneous	500
Volunteer Support	100
Contractual Service (D.E.D.)	1,300
Legal Fees	5,000
Promotions	35,000
Maintenance and Appearance	35,000
Development	100,000
Contingency	<u>5,000</u>
<b>Total Budget Request:</b>	<b>\$290,000</b>

#### Source Of Funding.

Tax levy at a rate not to exceed one and twenty-five one-hundredths of one percent (1.25%) of the assessed value, as equalized, of taxable property within Special Service Area Number 3.

\$290,000

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), and pursuant to the provisions of ordinances adopted on October 31, 1983 and July 13, 1988, establishing and continuing City of Chicago Special Service Area Number 3, the sum of \$290,000 as the amount of the services tax for the tax year 1989 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 3.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the services tax herein provided for, said services tax to be extended for collection by the County Clerk for the tax year 1989 against all the taxable property within the territory located within City of Chicago Special Service Area Number 3, the amount of the services tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said special service area and said services tax shall not exceed an annual rate of one and twenty-five one-hundredths percent (1.25%) of the assessed value, as equalized, of the taxable property within the special service area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 6. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

---

TRANSMITTAL OF 1990 BUDGET AND TAX LEVY FOR  
SPECIAL SERVICE AREA NUMBER FOUR.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the transmittal of the 1990 Budget and Tax Levy in the amount of \$50,000 for Special Service Area Number 4 on 95th Street, from Ashland Avenue to Western Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on October 31, 1983, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), in and for that part of the City of Chicago in the area bounded by Western Avenue on the west, Ashland Avenue on the east and fronting on 95th Street on both north and south sides for the purpose of furnishing special services in and for said area, said special service area being designated as "City of Chicago Special Service Area Number 4"; that by ordinance adopted July 27, 1988, the City Council authorized the continuation of the levy of a special annual services tax (the "services tax") on all taxable property therein to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include, but not be limited to, recruitment of new businesses to the area, rehabilitation activities, maintenance, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development; provided that said services tax shall not exceed an annual rate of two percent (2%) of the assessed value, as equalized, of the taxable property within the special service area; that the ordinance authorizing the continuation of Special Service Area Number 4 provided for the reappointment of the 95th Street Special Service Area Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for said special service area and further to advise the Mayor and the City Council regarding the services tax to be levied against the taxable property within said special service area; that the 95th Street Special Service Area Commission has heretofore prepared and transmitted to the Commissioner of the Department of Economic Development and to the City Council its recommendations for a

yearly budget to provide the special services required to be furnished in said Special Service Area Number 4 for the fiscal year commencing January 1, 1990, and has further advised the Mayor and the City Council concerning the services tax necessary to be levied in Special Service Area Number 4 for the tax year 1989 for the purpose of providing funds necessary to provide said special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number 4, which said special services are unique to said area and are in addition to services provided by and to the City generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the services tax against all taxable property within said special service area, indicated as follows:

*95th Street/Beverly Area Commission  
Special Service Area Budget.*

For the fiscal year beginning January 1, 1990 and ending December 31, 1990.

Expenditures.

Professional Fees:

Accountant/Audit	\$ 800
Printing	2,000
Dues and Subscriptions	200
D.E.D. Fee	1,300

Payroll:

Wages	\$8,000
Taxes	2,500
Workers' Compensation	500



## Office:

Telephone	\$ 500
Rental	3,000
Maintenance/Repairs	100
Postage	1,000
Supplies	1,300
Liability Insurance	1,400
Equipment Purchases	100

## Maintenance:

Snow Plowing	\$2,000
Private Security	6,500
Landscape Maintenance	5,000

## Marketing:

Promotions/Advertising	\$7,700
Welcome Remembrances	500

## Physical Improvements:

Flower Pot Painting and Planting	\$ 600
----------------------------------	--------

Flowers	\$ 1,000
Seasonal Decorations	<u>4,000</u>

Total Budget Request:	\$50,000
-----------------------	----------

#### Source Of Funding.

Tax levy at a rate not to exceed two percent (2%) of the assessed value, as equalized, of taxable property within Special Service Area Number 4.

\$50,000

**SECTION 3. Levy of Taxes.** There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), and pursuant to the provisions of ordinances adopted on October 31, 1983 and July 27, 1988, establishing and continuing City of Chicago Special Service Area Number 4, the sum of \$50,000.00 as the amount of the services tax for the tax year 1989 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 4.

**SECTION 4. Filing.** The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the services tax herein provided for, said services tax to be extended for collection by the County Clerk for the tax year 1989 against all the taxable property within the territory located within City of Chicago Special Service Area Number 4, the amount of the services tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said special service area and said services tax shall not exceed an annual rate of two percent (2%) of the assessed value, as equalized, of the taxable property within the special service area.

**SECTION 5. Publication.** This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 6. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

---

TRANSMITTAL OF 1990 BUDGET AND TAX LEVY FOR  
SPECIAL SERVICE AREA NUMBER FIVE.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the transmittal of the 1990 Budget and Tax Levy in the amount of \$214,660 for Special Service Area Number 5, in an area generally located on Commercial Avenue between 87th Street and 93rd 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 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

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

**SECTION 1. Findings.** The City Council of the City of Chicago finds that on October 31, 1983, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), in and for that part of the City of Chicago in the area fronting wholly or in part on South Commercial Avenue, from 87th Street to South Chicago Avenue; on East 91st Street from South Exchange Avenue to South Houston Avenue; and on East 92nd Street from South Exchange Avenue to South Houston Avenue for the purpose of furnishing special services in and for said area, said special service area being designated as "City of Chicago Special Service Area Number 5"; that the ordinance creating Special Service Area Number 5 authorized the levy of a special annual tax on all taxable property therein to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include vaulted sidewalk reconstruction and maintenance to the public way, snow removal and sidewalk sweeping, and may include, but are not limited to, recruitment of new businesses to the area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities, and other technical assistance activities to promote commercial and economic development; provided that said special annual tax shall not exceed an annual rate of three percent (3%) of the assessed value, as equalized, of the taxable property within the special service area; that the ordinance creating Special Service Area Number 5 provided for the appointment of the Commercial Avenue Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for said special service area and further to advise the Mayor and the City Council regarding the special annual tax to be levied against the taxable property within said special service area; that the Commercial Avenue Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Economic Development and to the City Council its recommendations for a yearly budget to provide the special services required to be furnished in said Special Service Area Number 5 for the fiscal year commencing January 1, 1990, and has further advised the Mayor and the City Council concerning the special annual tax necessary to be levied in Special Service Area Number 5 for the tax year 1989 for the purpose of providing funds necessary to provide said special services.

**SECTION 2. Appropriations.** There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number 5, which said special services are unique to said area and are in addition to services provided by and to the City generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of a special annual tax against all taxable property within said special service area, indicated as follows:

*The Commercial Avenue Commission Special  
Service Area Budget.*

For the fiscal year beginning January 1, 1990 and ending December 31, 1990.

Expenditures.

Personnel	\$ 30,000
Seminars	500
Reimbursable Expenses	900
Management Fee	6,000
Loan Payment -- Interest	30,144
Loan Payment -- Principal	111,716
Advertising -- Promotions	3,000
Vacant Lots/Botanic Gardens	10,000
Action Plan Consultants	15,000
City Management Fee	1,300
Maintenance	6,000
Miscellaneous	100
 Total Budget Request:	 \$214,660

Source Of Funding.

Tax levy at a rate not to exceed three percent (3%) of the assessed value, as equalized, of taxable property within Special Service Area Number 5.	\$214,660
--	-----------

**SECTION 3. Levy of Taxes.** There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), and pursuant to the provisions of an ordinance adopted on October 31, 1983, establishing City of Chicago Special Service Area Number 5, the sum of \$214,660 as the amount of the special annual tax for the tax year 1989 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 5.

**SECTION 4. Filing.** The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special annual tax herein provided for, said special annual tax to be extended for collection by the County Clerk for the tax year 1989 against all the taxable property within the territory located within City of Chicago Special Service Area Number 5, the amount of the special annual tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said special service area and said special annual tax shall not exceed an annual rate of three percent (3%) of the assessed value, as equalized, of the taxable property within the special service area.

**SECTION 5. Publication.** This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

**SECTION 6.** This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

---

**TRANSMITTAL OF 1990 BUDGET AND TAX LEVY FOR  
SPECIAL SERVICE AREA NUMBER EIGHT.**

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the transmittal of the 1990 Budget and Tax Levy in the amount of \$150,000 for Special Service Area Number 8, in an area generally bounded by Diversey Parkway, from Halsted Street to Sheridan Road, on Broadway Avenue, from Diversey Parkway to Cornelia Avenue, on Halsted Street, from Belmont Avenue to Diversey Parkway, and on Clark Street, from Diversey Parkway to Barry Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on September 14, 1988, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), in and for that part of the City of Chicago consisting of the area wholly or partially fronting on Diversey Parkway, from Halsted Street to Sheridan Road; on Broadway Avenue, from Diversey Parkway to Cornelia Avenue; on Halsted Street, from Belmont Avenue to Diversey Parkway; and on Clark Street, from Diversey Parkway to Barry Avenue for the purpose of furnishing special services in and for said area, said special service area being designated as "City of Chicago Special Service Area Number 8"; that the ordinance creating said area authorized the levy of a special annual services tax (the "services tax") on all taxable property therein to

provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include, but not be limited to, recruitment of new businesses to the area, rehabilitation activities, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development; provided that said services tax shall not exceed an annual rate of forty-one one-hundredths of one percent (.41%) of the assessed value, as equalized, of the taxable property within the special service area; that the Commissioner of the Department of Economic Development or his designee has heretofore transmitted to the City Council his recommendations for a yearly budget to provide the special services required to be furnished in Special Service Area Number 8 for the fiscal year commencing January 1, 1990, and has further advised the Mayor and the City Council concerning the services tax necessary to be levied in Special Service Area Number 8 for the tax year 1989 for the purpose of providing funds necessary to provide said special services.

SECTION 2: Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number 8, which said special services are unique to said area and are in addition to services provided by and to the City generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the services tax against all taxable property within said special service area indicated as follows:

*Greater Lakeview East Commission  
Special Service Area Budget.*

For the fiscal year beginning January 1, 1990 and ending December 31, 1990.

*Expenditures.*

Professional Fees:

Account/Audit	\$ 300
Legal	1,000
Printing	300
Contractual (Lakeview East)	15,000
D.E.D. Budget Review	1,300



**Office Expenses:**

Telephone	\$ 250
Rental	3,000
Postage	500
Liability Insurance	250

**Business Support And Financial Services:**

Business Recruitment and Counseling	\$ 30,000
Management Services and Loan Processing	

**Marketing Activities:** 20,000

Promotions Advertising  
Seminars/Workshops

**Physical Improvements:** 25,000

Signage Grants and Loans  
Landscaping Amenities  
Streetscape Improvements

**Maintenance Activities:**

Snow Plowing, Sidewalk Sweeping, 40,000

Private Security

Landscape Maintenance

Contingency Fund: 13,100

Repayment of Loan for S.S.A.

General Administrative Contingency

Total Budget Request: \$ 150,000

Source Of Funding.

Tax levy at a rate not to exceed  
forty-one one-hundredths of one  
percent (.41%) of the assessed value,  
as equalized, of taxable property  
within Special Service Area  
Number 8.

\$ 150,000

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), and pursuant to the provisions of an ordinance adopted on September 14, 1988, establishing City of Chicago Special Service Area Number 8, the sum of \$150,000.00 as the amount of the services tax for the tax year 1989 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 8.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the

City of Chicago, the services tax herein provided for, said services tax to be extended for collection by the County Clerk for the tax year 1989 against all the taxable property within the territory located within City of Chicago Special Service Area Number 8, the amount of the services tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said special service area and said services tax shall not exceed an annual rate of forty-one one-hundredths of one percent (.41%) of the assessed value, as equalized, of the taxable property within the special service area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 6. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

---

TRANSMITTAL OF 1990 BUDGET AND TAX LEVY FOR  
SPECIAL SERVICE AREA NUMBER NINE.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the transmittal of the 1990 Budget and Tax Levy in the amount of \$90,000 for Special Service Area Number 9, in an area generally bounded by Broadway Avenue, from Foster Avenue to Devon Avenue and Clark Street, from Foster Avenue to Devon Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

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

**SECTION 1. Findings.** The City Council of the City of Chicago finds that on September 14, 1988, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), in and for that part of the City of Chicago in the area consisting of Broadway Avenue, bounded by Foster Avenue and Devon Avenue; Devon Avenue, bounded by Broadway Avenue and Clark Street; and Clark Street, bounded by Devon Avenue and Foster Avenue for the purpose of furnishing special services in and for said area, said special service area being designated as "City of Chicago Special Service Area Number 9"; that the ordinance creating said area authorized the levy of a special annual services tax (the "services tax") on all taxable property therein to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include, but not be limited to, recruitment of new businesses to the area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development; provided that said services tax shall not exceed an annual rate of forty-seven one-hundredths of one percent (.47%) of the assessed value, as equalized, of the taxable property within the special service area; that the Commissioner of the Department of Economic Development or his designee has heretofore transmitted to the City Council his recommendations for a yearly budget to provide the special services required to be furnished in Special Service Area Number 9 for the fiscal year commencing January 1, 1990, and has further advised the Mayor and the City Council concerning the services tax necessary to be levied in Special Service Area Number 9 for the tax year 1989 for the purpose of providing funds necessary to provide said special services.

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

*Edgewater Development Commission  
Special Service Area Budget.*

For the fiscal year beginning January 1, 1990 and ending December 31, 1990.

Expenditures.

Sidewalk and Curb Cleaning	\$ 40,000
Business Recruitment Activities	20,000
Preparation of Marketing Materials	10,000
Repayment of Start-up Expenses to Edgewater Community Council	20,000

Total Budget Request:	\$ 90,000
-----------------------	-----------

Source Of Funding.

Tax levy at a rate not to exceed forty-seven one-hundredths of one percent (.47%) of the assessed value, as equalized, of taxable property within Special Service Area Number 9.	\$ 90,000
---	-----------

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

amount of the services tax for the tax year 1989 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 9.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the services tax herein provided for, said services tax to be extended for collection by the County Clerk for the tax year 1989 against all the taxable property within the territory located within City of Chicago Special Service Area Number 9, the amount of the services tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said special service area and said services tax shall not exceed an annual rate of forty-seven one-hundredths of one percent (.47%) of the assessed value, as equalized, of the taxable property within the special service area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 6. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

---

TRANSMITTAL OF 1990 BUDGET AND TAX LEVY FOR  
SPECIAL SERVICE AREA NUMBER TEN.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the transmittal of the 1990 Budget and Tax Levy in the amount of \$249,850 for Special Service Area Number 10, in an area generally located on 47th Street from the Conrail railroad tracks to Loomis Avenue and on Ashland Avenue from the Conrail railroad tracks to 49th 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 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(L)(2) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties", Ill. Rev. Stat., Chapter 120, Section 1301 et seq., and pursuant to the Revenue Act of 1939, as amended from time to time; and

WHEREAS, On May 10, 1989, the City Council of the City of Chicago adopted an ordinance proposing the creation of an area located within the City of Chicago to be known and designated as "City of Chicago Special Service Area Number 10" and the levy of a special annual services tax (the "services tax") upon the taxable property therein; and

WHEREAS, Pursuant to said ordinance, proper notice was given and a public hearing was held on June 8, 1989, at which hearing the creation of Special Service Area Number 10 and the levy of the services tax therein was considered and all interested persons affected thereby were allowed to file written objections thereto and to be heard orally thereon regarding said matters; and

WHEREAS, After considering the data as presented at the public hearing, the City Council of the City of Chicago finds that it is in the public interest to create Special Service Area Number 10 and to authorize the levy of the services tax within said area for the purposes set forth herein; that said area, hereafter described, is contiguous and constitutes the principal commercial district for the surrounding neighborhood; that local commercial

development programming is critical to maintaining and creating jobs, encouraging housing rehabilitation in the neighborhood, and promoting neighborhood revitalization and stability; that the area is zoned to permit commercial uses and that the area will benefit from the special services provided; and that said special services are unique and in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of Special Service Area Number 10 and the levy of the services tax against the taxable property therein for the services to be provided be considered; now, therefore,

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

**SECTION 1.** The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

**SECTION 2.** There is hereby created the area located within the City of Chicago to be known and designated as "City of Chicago Special Service Area Number 10" and the levy of a special annual services tax (the "services tax") authorized upon the taxable property therein. Said area shall consist of the territory within the area described herein and incorporated hereto as Exhibit 1. An accurate map of said area is attached hereto and made part hereof as Exhibit 2.

**SECTION 3.** The purpose of Special Service Area Number 10 is to provide special services to the area in addition to services provided by and to the City generally; said services to include, but are not limited to, recruitment of new businesses to the area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development. The services tax authorized to be levied against the taxable property included within Special Service Area Number 10 shall be levied in an amount sufficient to produce revenues required to provide special services therein. Said services tax shall not exceed the sum of one and ninety one-hundredths of one percent (1.90%) of the equalized assessed value of taxable property within the area. The services tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. The provision of said special services shall be administered by the Back of the Yards Special Service Area Commission as described in Section 4 hereof.

**SECTION 4.** The Back of the Yards Special Service Area Commission consisting of seven members is hereby established (the "Commission"). Of the initial Commission members, four members shall be appointed to serve four year terms and three members shall be appointed to serve two year terms. The Mayor, with the approval of the City Council, shall appoint the seven initial Commission members from lists of nominees submitted by the Back of the Yards Neighborhood Council and the Back of the Yards Business Association. Upon the expiration of the term(s) of any Commission member(s), the Mayor, with the approval of the City Council, shall appoint successor Commission members in the same manner as provided for above and each Commission member shall be



appointed to serve for a term of four years and until a successor shall be appointed. In the event of a vacancy on the Commission due to the resignation, death, or inability to serve, or other reason of a Commission member, the Mayor, with the approval of the City Council, shall appoint a successor in the same manner as provided for above. Each successor so appointed shall serve for the remaining term for which he/she was appointed.

The Commission shall designate one member as the Chairman of the Commission and he/she shall serve for no more than three consecutive four year terms. The members of the Commission shall serve without compensation.

The Commission shall submit a yearly budget to the Commissioner of the Department of Economic Development and shall advise the Mayor and City Council regarding the services tax to be levied in the area and the expenditure of budgeted funds. Prior to the initial appointment of the Commission, said functions shall be performed by the Commissioner of the Department of Economic Development or his designee. The Commission shall have the power, subject to the prior approval of the Commissioner of the Department of Economic Development, to borrow funds secured by the full faith and credit of the area to be repaid from tax revenues from the area as required to provide special services therein. The Commission shall establish bylaws for its procedural operation, employ necessary personnel and perform such other functions in connection with the area as are necessary to effectuate its purposes. Notwithstanding the provisions contained herein, the Commissioner of the Department of Economic Development shall be authorized to audit or otherwise review the operation and activities of the Commission.

SECTION 5. The effective date for the creation of Special Service Area Number 10 and the commencement of the services tax authorized to be levied to provide for special services therein shall be the date of passage of this ordinance, unless within 60 days from June 8, 1989, a petition signed by at least 51% of the electors residing within Special Service Area Number 10 and by at least 51% of the owners of record of the land included within the boundaries of said area, as determined as of June 8, 1989, objecting to the creation of Special Service Area Number 10 or the levy of the services tax therein, is filed with the City Clerk, in which instance no such area shall be created and no such services tax shall be levied.

SECTION 6. 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 7. This ordinance shall become effective from and after its passage.

[Exhibit 2 attached to this ordinance printed on  
page 4129 of this Journal.]

Exhibit 1 attached to this ordinance reads as follows:

*Exhibit 1.*

Certain parcels of land adjacent to and adjoining South Ashland Avenue between Pershing Road and 49th Street, also certain parcels of land adjacent to and adjoining West 47th Street between Packers Avenue and the Chicago River and Indiana Railroad right-of-way; said certain parcels located in parts of Sections 5, 6, 7, and 8, all in Township 38 North, Range 14 East of the Third Principal Meridian, in the City of Chicago, Cook County, Illinois, which certain parcels together with 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 north line of West 49th Street with the east line of the public alley, said east line being 112.75 feet west of the west line of South Ashland Avenue as widened, and running;

Thence north along said east line of the public alley a distance of 474.00 feet to the eastward extension of the south line of Lot 44 in Riley's Subdivision of Block 24 in Stone and Whitney's Subdivision;

Thence west along said eastward extension and along the south line of said Lot 44 a distance of 138.75 feet to an intersection with the east line of South Marshfield Avenue;

Thence north along said east line of Marshfield Avenue a distance of 124.05 feet to the south line of West 48th Street;

Thence northwardly along a straight line to the intersection of the north line of West 48th Street and the east line of South Marshfield Avenue;

Thence north along said east line of Marshfield Avenue to the intersection with the north line of the public alley, said north line being 125.00 feet south of and parallel with the south line of West 47th Street;

Thence west along said north line of the public alley to an intersection with the east line of South Wood Street;

Thence southwestwardly along a straight line to the intersection of the west line of South Wood Street and the north line of a public alley, which north line is 128.00 feet south of and parallel with said south line of West 47th Street;

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

Thence southwestwardly along a straight line to a point on the west line of South Honore Street, which point is 151.51 feet south of said south line of West 47th Street, said point being also the southeast corner of Lot 6 in John Pecha Subdivision;

Thence west along the south line of Lot 6 a distance of 124.60 feet to the east line of the public alley;

Thence northwestwardly along a straight line to a point on the west line of the public alley, said point being also the southeast corner of Lot 6 in B. F. Jacob's Subdivision;

Thence west along the south line of Lot 6 in B. F. Jacob's Subdivision a distance of 124.62 feet to the east line of South Wolcott Avenue;

Thence northwesterly along a straight line to an intersection of the west line of South Wolcott Avenue with the south line of the public alley, which south line is 136.00 feet south of said south line of West 47th Street;

Thence west along said south line of the public alley to an intersection with the east line of a public alley, said intersection being also the northwest corner of Lot 6 in Stone Estate Subdivision of the east half of Block 10 of Chicago University Subdivision;

Thence southwestwardly along a straight line to the northeast corner of Lot 6 in Winter's Resubdivision of the west half of Block 10 of said Chicago University Subdivision;

Thence west along the north line of Lot 6 in Winter's Resubdivision, said north line being also the south line of a public alley, a distance of 124.66 feet to the northwest corner of said Lot 6, being also on the east line of Winchester Avenue;

Thence northwesterly along a straight line to the northeast corner of Lot 6 in Bently's Subdivision of the east half of Block 9 in said Chicago University Subdivision (being also the west line of Winchester Avenue);

Thence west along said north line of Lot 6 in Bently's Subdivision, said north line being also the south line of a public alley, a distance of 124.72 feet to the northwest corner of said Lot 6;

Thence southwestwardly along a straight line to the southeast corner of Lot 45 in Block 9 in said Chicago University Subdivision;

Thence west along said south line of Lot 45 and the westward extension thereof to the center line of South Damen Avenue;

Thence north along said center line a distance of 175.50 feet, more or less, to the center line of West 47th Street;

Thence west along the center line of West 47th Street, being also the south line of the southwest quarter of said Section 6, to a point on said center line which point is perpendicular to the north line of said West 47th Street and 1,206.40 feet west of the east line of the southwest quarter of said Section 6, as measured along said north line of West 47th Street;

Thence north along said perpendicular line a distance of 33.00 feet to said point on the north line of West 47th Street, which point is 1,206.40 feet west;

Thence northeastwardly along an arc of a circle, convex to the west and having a radius of 481.19 feet, an arc distance of 97.90 feet to a point which is 1,195.31 feet, measured perpendicularly, west from said east line of the southwest quarter;

Thence northeastwardly along an arc of a circle, convex to the northwest and having a radius of 278.98 feet, an arc distance of 29.00 feet to a point which is 1,187.66 feet, measured perpendicularly, west from said east line of the southwest quarter;

Thence northeastwardly along an arc of a circle, convex to the northwest and having a radius of 648.76 feet, an arc distance of 61.78 feet to a point which is 1,165.22 feet, measured perpendicularly, west from said east line of the southwest quarter;

Thence northeast along a straight line, tangent to the last described curved line, a distance of 86.69 feet, to a point which is 1,130.62 feet, measured perpendicularly, west from said east line of the southwest quarter;

Thence northeastwardly along an arc of a circle, convex to the southeast and having a radius of 2,649.54 feet, an arc distance of 160.31 feet to a point which is 1,070.56 feet west from said east line of the southwest quarter;

Thence northeast along a straight line, tangent to the last described curved line, a distance of 253.42 feet to an intersection with a line which is perpendicular to said north line of West 47th Street, which perpendicular line is 986.00 feet, as measured along said north line, west of said east line of the southwest quarter;

Thence south along said perpendicular line a distance of 70.66 feet;

Thence northeastwardly along a straight line a distance of 246.87 feet;

Thence northeastwardly along a straight line a distance of 324.16 feet;

Thence northeastwardly along a straight line a distance of 245.03 feet;

Thence northeastwardly along a straight line a distance of 159.43 feet to an intersection with a line which is 347.50 feet west of and parallel with said east line of the southwest quarter;

Thence north along the last described parallel line a distance of 5.01 feet;

Thence eastwardly along an arc of a circle, convex to the north and having a radius of 275.44 feet, an arc distance of 119.27 feet;

Thence southeastwardly along a straight line a distance of 197.44 feet;

Thence southeastwardly along an arc of a circle, convex to the northeast and having a radius of 1,934.00 feet, an arc distance of 416.98 feet;

Thence east along a straight line a distance of 14.95 feet to an intersection with a line 84.00 feet west of and parallel with said east line of said southwest quarter;

Thence south along the last described parallel line to an intersection with a line which is 153.00 feet north of the southeast quarter of Section 6, in the township and range aforesaid;

Thence east along the last described parallel line, being also the south line of the public alley and westward extension thereof, which south line is 120.00 feet north of and parallel with the north line of West 47th Street, a distance of 1,375.00 feet to the west line of South Wood Street;

Thence continuing along said south line of the public alley and eastward extension thereof, to the east line of South Marshfield Avenue;

Thence north along said east line of South Marshfield Avenue to the northwest quarter of Lot 7 in Counselmen's Subdivision;

Thence east along the north line of Lot 7 in Counselmen's Subdivision and the eastward extension thereof to the east line of a public alley;

Thence north along said east line of the public alley to the south line of West 46th Street;

Thence northwardly along a straight line to a point on the north line of West 46th Street, which point is 115.00 feet west of the west line of South Ashland Avenue, as widened;

Thence north along a line 115.00 feet west of and parallel with said west line of South Ashland Avenue, as widened, said parallel line being also the east line of a public alley, to the south line of West 45th Street;

Thence northwardly along a straight line to a point on the north line of West 45th Street, which point is 114.00 feet west of said west line of South Ashland Avenue, as widened;

Thence north along the east line of a public alley a distance of 98.00 feet to the northwest corner of Lot 21 in W. L. Sampson's Subdivision;

Thence east along the north line of Lot 21 in W. L. Sampson's Subdivision, a distance of 114.00 feet to the west line of South Ashland Avenue, as widened;

Thence north along said west line a distance of 300.00 feet to the south line of Lot 8 in said W. L. Sampson's Subdivision;

Thence west along said south line of Lot 8, a distance of 114.00 feet to the east line of the public alley;

Thence north along said east line of the public alley to the south line of West 44th Street;

Thence continuing north along said east line of the public alley, said east line being 114.00 feet west of and parallel with said west line of South Ashland Avenue, as widened, and also along the northward extension of said east line of the public alley to an intersection with the north line of West 43rd Street;

Thence west along said north line of West 43rd Street to an intersection with the west line of South Marshfield Avenue;

Thence north along said west line a distance of 634.44 feet to an intersection with the north line of the south 12.499 acres of the east 50 acres of the northeast quarter of Section 6, said line being also the south line of Lot 1 in the plat of Sulzberger and Sons Company's Block "C";

Thence west along the south line of said Lot 1 and the westerly extension thereof, a distance of 620.60 feet to an intersection with the southward extension of the west line of Lot 2 in said Sulzberger and Sons Company's Block "C";

Thence north along said southward extension and along the west line of said Lot 2 a distance of 637.16 feet to the northwest corner of said Lot 2;

Thence northeastwardly along the north line of said Lot 2, being an arc of a circle convex to the north and having a radius of 528.05 feet, an arc distance of 170.27 feet to the northeast corner of said Lot 2;

Thence north along the northward extension of the east line of said Lot 2, a distance of 66.25 feet to a point which is 1,400.75 feet north of the south line and 815.80 feet west of the east line of said northeast quarter of Section 6;

Thence eastwardly along a straight line a distance of 154.70 feet to a point which is 1,393.57 feet north of the south line of said northeast quarter;

Thence eastwardly along a straight line a distance of 164.20 feet to a point which is 1,394.27 feet north of the south line of said northeast quarter;

Thence eastwardly along a straight line a distance of 157.00 feet to a point which is 1,399.67 feet north of the south line of said northeast quarter;

Thence northeastwardly along a straight line a distance of 293.57 feet to an intersection with the west line of South Ashland Avenue, as widened;

Thence south along said west line of South Ashland Avenue to an intersection with the westward prolongation of the north line of Lot 23 in Packers Fifth Addition, a private subdivision;

Thence east along said westward extension and along the north line of said Lot 23, a distance of 209.96 feet to the northeast corner of said Lot 23;

Thence south along the east line of said Lot 23 a distance of 25.02 feet to the southeast corner of said Lot 23;

Thence east along the westward prolongation of the north line of Lot 9 in said Packers Fifth Addition and along the north line of said Lot 9 a distance of 169.96 feet to the northeast corner of said Lot 9;

Thence south along the east line of Lots 9 through 15, both inclusive, and along the southward extension thereof, a distance of 221.09 feet to an intersection with the south line of private street Number 2, as said street is shown on the plat of said Packers Fifth Addition;

Thence west along said south line a distance of 279.98 feet to an intersection with the east line of South Ashland Avenue, as widened;

Thence south along said east line, as widened, to the south line of West 43rd Street, as widened;

Thence east along said south line of West 43rd Street, as widened, a distance of 181.08 feet;

Thence south along a line parallel with the east line of South Ashland Avenue, as widened, a distance of 29.59 feet;

Thence southwestwardly along an arc of a circle, convex to the northwest and having a radius of 248.00 feet, an arc distance of 71.05 feet to a point which is 143.52 feet east of the east line of South Ashland Avenue, as widened;

Thence southwestwardly along a straight line a distance of 6.04 feet to a point 141.08 feet east of the east line of South Ashland Avenue, as widened;

Thence southwestwardly along an arc of a circle, convex to the northwest and having a radius of 54.68 feet to an intersection with a line which is 126.50 feet east of the east line of South Ashland Avenue, as widened;

Thence south along the last described parallel line a distance of 255.80 feet;

Thence west along a straight line, a distance of 126.50 feet to the east line of South Ashland Avenue, as widened;

Thence south along said east line a distance of 248.00 feet to the south line of West 44th Street;

Thence east along said south line a distance of 140.81 feet;

Thence south along a line parallel with said east line of South Ashland Avenue, as widened, a distance of 255.12 feet;

Thence west along a straight line to an intersection with a line which is 125.00 feet east of and parallel with said east line of South Ashland Avenue, as widened;

Thence south along the last described parallel line to the north line of West 45th Street;

Thence southwestwardly along a straight line to a point on the south line of West 45th Street which is 111.14 feet east of the east line of South Ashland Avenue, as widened;

Thence south along the west line of a public alley to the north line of West 46th Street;

Thence southwestwardly along a straight line to a point on the south line of West 46th Street, which point is 115.00 feet east of the east line of South Ashland Avenue, as widened;

Thence south along the east line of a public alley a distance of 225.00 feet to the southeast corner of Lot 35 in Block 5 in S. E. Gross' Subdivision;

Thence southeast across said alley, a distance of 16.00 feet to the angle point in Lot 16 in Block 5 of said subdivision;

Thence northeastwardly along the alley line to an angle point in said alley, being also the northwesterly corner of Lot 12 in said Block 5;

Thence continuing along said alley line to another angle point in said alley, being also the southwest corner of Lot 51 in said Block 5;

Thence eastwardly along the southerly line of said Lot 51 a distance of 25.70 feet to the southeast corner of said Lot 51;

Thence northeastwardly along the southerly line of Lots 52 and 53 in said Block 5 to the northeasterly line of Lot 5 in said Block 5;

Thence southeastwardly along said northeasterly line of Lot 5 and the southeastward extension thereof, a distance of 98.80 feet to the center line of McDowell Avenue;

Thence northeastwardly along said center line to the westward extension of a line which is 15.00 feet southwesterly of and parallel with the northeasterly line of Lot 5 in Block 6 of S. E. Gross' Subdivision, aforesaid;

Thence southeastwardly along said westward extension and along said parallel line to the north line of Lot 52 in said Block 6;

Thence east along said north line of Lot 52 to the west line of South Laflin Street;



Thence south along said west line to an intersection with the westward prolongation of the north line of the south 8 feet of Lot 14 in the resubdivision of Block 2 in S. E. Gross' Subdivision;

Thence east along said extension and along the north line of the south 8 feet of Lot 14 and along the eastward extension thereof, to the east line of the public alley;

Thence north along said east line to the northwest corner of Lot 42 in said resubdivision of Block 2;

Thence east along the north line of said Lot 42 to the west line of South Bishop Street;

Thence north along said west line to the south line of West 46th Street;

Thence east along said south line a distance of 364.40 feet to the west line of the east half of the southwest quarter of Section 5;

Thence south along said west line of the east half of the southwest quarter of a point which is 341.16 feet, as measured along said west line, north of the north line of West 47th Street;

Thence southeast along a straight line a distance of 69.70 feet;

Thence southeastwardly along an arc of a circle, convex to the southwest and having a radius of 383.00 feet, an arc distance of 235.08 feet;

Thence southeastwardly along an arc of a circle, convex to the southwest and having a radius of 655.00 feet, an arc distance of 213.49 feet to a point on the north line of West 47th Street, which point is 364.46 feet east of said west line of the east half of the southwest quarter;

Thence south along a straight line a distance of 33.00 feet to the center line of West 47th Street;

Thence west along said center line to the center line of Loomis Street;

Thence south along said center line a distance of 33.00 feet;

Thence west along the south line of West 47th Street to the west line of the public alley which is 111.12 feet east of the east line of South Ashland Avenue, as widened;

Thence south along the west line of the public alley and the southward prolongation thereof to the south line of West 48th Street;

Thence south along the west line of the public alley a distance of 49.00 feet to the northeast corner of Lot 3 in Block 4 in the resubdivision of Blocks 3 and 4 in Kay's Addition to Chicago;

Thence east along the eastward prolongation of the north line of Lot 3 and along the north line of Lot 46 to an intersection with the east line of the west 24 feet of Lots 47 and 48 in said resubdivision;

Thence north along said east line of the west 24 feet of said lots to the south line of West 48th Street;

Thence east along said south line to the west line of South Justine Avenue;

Thence south along said west line to the north line of the public alley said north line being also the south line of Lot 43 in said resubdivision;

Thence west along said north line to an intersection with the west line of the public alley 16.00 feet wide;

Thence south along said west line to the north line of West 49th Street;

Thence west along said north line a distance of 323.87 feet to the point of beginning.

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

4228 South Ashland Avenue Parcel No. 20-06-201-028

4244 South Ashland Avenue Parcel No. 20-06-201-033

4258 South Ashland Avenue Parcel No. 20-06-201-039

4343 South Ashland Avenue Parcel No. 20-05-300-013

4542 South Ashland Avenue Parcel No. 20-06-417-037

4610 South Ashland Avenue Parcel No. 20-06-425-021

1917 West 47th Street Parcel No. 20-07-201-002

1915 West 47th Street Parcel No. 20-07-201-003

1907 West 47th Street Parcel No. 20-07-201-008

1905 West 47th Street Parcel No. 20-07-201-009

1903 West 47th Street Parcel No. 20-07-201-010

The approximate street location of said territory consists of the area fronting in whole or in part on 47th Street from the Conrail railroad tracks on the west (2200 west) to Loomis Avenue on the east and on Ashland Avenue from the Conrail railroad tracks on the north (4000 south) to 49th Street on the south.

---

TRANSMITTAL OF 1990 BUDGET AND TAX LEVY FOR  
SPECIAL SERVICE AREA NUMBER ELEVEN.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989,

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

Your Committee on Finance, having had under consideration an ordinance authorizing the transmittal of the 1990 Budget and Tax Levy in the amount of \$269,899 for Special Service Area Number 11, in an area generally bounded by West 61st Street, West 62nd Street, West 63rd Street, West 64th Street, South Union Avenue, South Halsted Street, South Peoria Street, South Sangamon Street, South Green Street and South Emerald Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

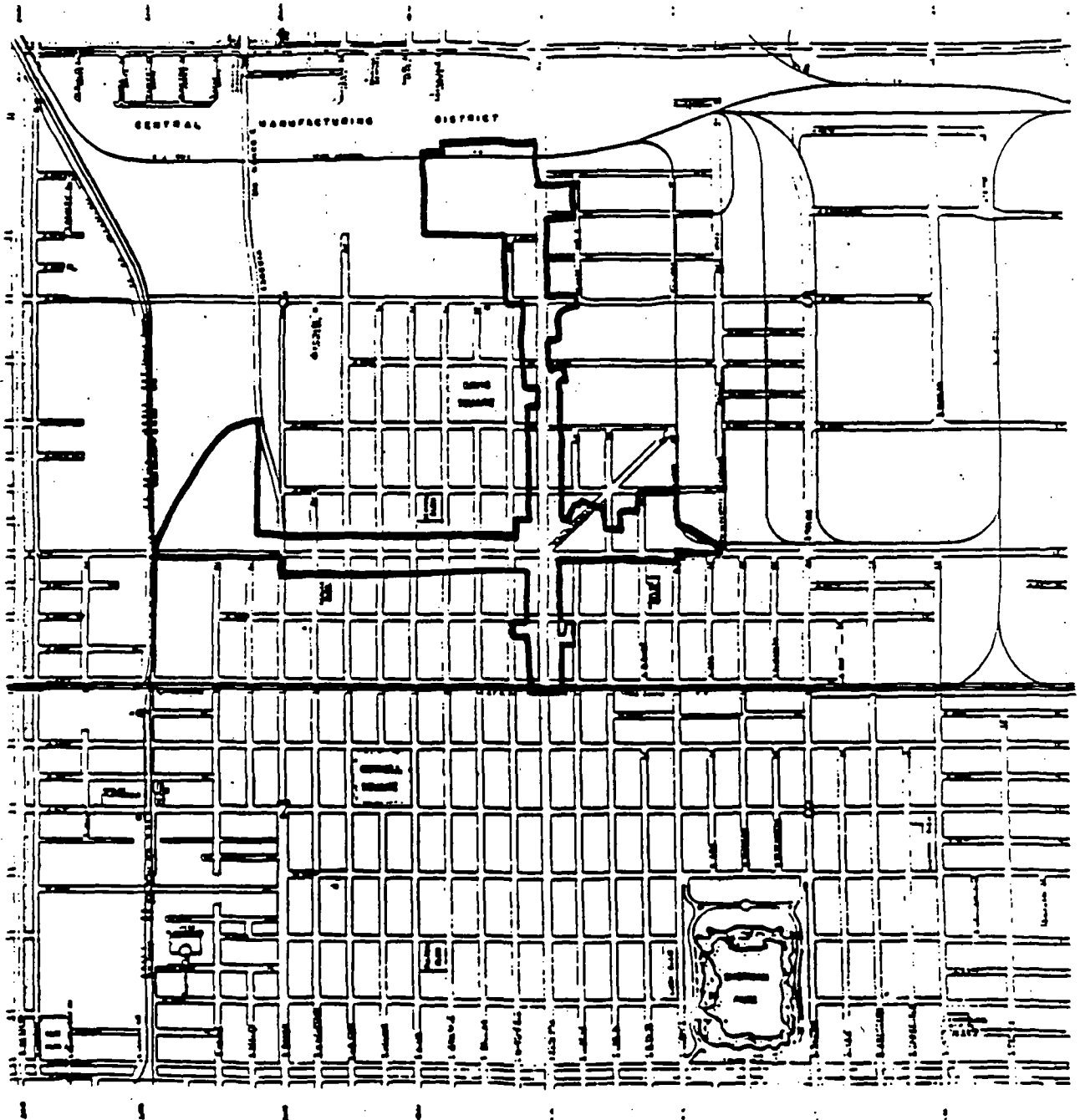
(Signed) EDWARD M. BURKE,  
*Chairman.*

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

(Continued on page 4130)

Exhibit 2

SPECIAL SERVICE AREA NO. 10  
BACK OF THE YARDS



(Continued from page 4128)

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that by ordinances adopted July 27, 1988 and September 14, 1988, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), in and for that part of the City of Chicago consisting of the area bounded by 61st Street on the north, 66th Street on the south, Lowe Avenue on the east and Morgan Street on the west for the purpose of furnishing special services in and for said area, said special service area being designated as "City of Chicago Special Service Area Number 11"; that the ordinance creating Special Service Area Number 11 authorized the levy of a special annual services tax (the "services tax") on all taxable property therein to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include, but not be limited to, recruitment of new businesses to the area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development; that by ordinance adopted September 13, 1989, the City Council of the City of Chicago ratified the creation of Special Service Area Number 11 and increased the maximum rate of said services tax from .65% to 3% of the assessed value, as equalized, of the taxable property within the special service area; that said ordinance has heretofore been filed with the Clerk of Cook County along with an accurate map of said area; that the City of Chicago is authorized to levy the services tax in Special Service Area Number 11 for the same year said ordinance and map are filed with the Clerk of Cook County; that the Commissioner of the Department of Economic Development or his designee has heretofore transmitted to the City Council his recommendations for a yearly budget to provide the special services required to be furnished in Special Service Area Number 11 for the fiscal year commencing January 1, 1990, and has further advised the Mayor and the City Council concerning the services tax necessary to be levied in Special Service Area Number 11 for the tax year 1989 for the purpose of providing funds necessary to provide said special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special

Service Area Number 11, which said special services are unique to said area and are in addition to services provided by and to the City generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the services tax against all taxable property within said special service area, indicated as follows:

*Greater Englewood Development Commission  
Special Service Area Budget.*

For the fiscal year beginning January 1, 1990 and ending December 31, 1990.

Expenditures.

Administrative Fees:

Accountant Audit	\$ 1,000
Legal Fees	3,000
Wages	48,600
Taxes	3,500
Workmen's Compensation	200
Health Insurance	3,000
Electricity	600
Equipment Purchases/Repairs	2,500
Office Rental	2,200
Postage	400
Supplies	800
Liability Insurance	600
Travel	400

## Development:

Commercial Development	\$ 10,000
------------------------	-----------

## Maintenance:

Private Security	\$100,000
------------------	-----------

Signage and Canopy Paint	7,000
--------------------------	-------

## Marketing:

	\$50,000
--	----------

Promotions	
------------	--

Advertising	
-------------	--

## Contingency Funds:

	\$34,799
--	----------

Loan Repayment and Bond Counsel	
---------------------------------	--

## Department of Economic Development Fee:

	\$ <u>1,300</u>
--	-----------------

Total Budget Request:	
-----------------------	--

	\$269,899
--	-----------

## Source Of Funding.

Tax levy at a rate not to exceed three percent (3%) of the assessed value, as equalized, of taxable property within Special Service Area Number 11.	\$269,899
---	-----------

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat., Chapter 120, Section 1301, et seq.), and pursuant to the provisions of ordinances creating Special Service Area Number 11, adopted on July 27, 1988 and amended on September 14, 1988 and by ordinance adopted on September 13, 1989, ratifying the creation of City of Chicago Special Service Area Number 11, the sum of \$269,899 as the amount of the services tax for the tax year 1989 to be levied against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 11.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the services tax herein provided for, said services tax to be extended for collection by the County Clerk for the tax year 1989 against all the taxable property within the territory located within City of Chicago Special Service Area Number 11, the amount of the services tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said special service area and said services tax shall not exceed an annual rate of three percent (3%) of the assessed value, as equalized, of the taxable property within the special service area.

SECTION 5. If a petition signed by at least 51% of the electors residing within the boundaries of Special Service Area Number 11 and by at least 51% of the owners of record of land included within the boundaries of said area, objecting to the ratification of the creation of Special Service Area Number 11 or to the levy of the services tax imposed therein or to the increase in the maximum rate of the services tax proposed herein, is filed with the City Clerk within 60 days following August 28, 1989, the services tax shall cease to be levied within Special Service Area Number 11.

SECTION 6. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.



SECTION 7. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

---

AMENDMENT OF ORDINANCE WHICH AUTHORIZED REDEVELOPMENT/  
LOAN AGREEMENT WITH HELENE CURTIS, INCORPORATED,  
FOR WAREHOUSE FACILITY PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance amending an ordinance authorizing the submission of an application for an Urban Development Action Grant for the Helene Curtis Warehouse Facility Project, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted therewith.

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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, On February 4, 1988, the United States Department of Housing and Urban Development ("H.U.D.") gave preliminary approval for an Urban Development Action Grant ("U.D.A.G.") No. B-88-AA-17-0267 in the amount of \$2,643,000 to assist in the financing of the Helene Curtis Project; and

WHEREAS, On March 29, 1989 the City Council of the City of Chicago (the "City") passed an ordinance authorizing the Commissioner of Economic Development to enter into and execute, on behalf of the City, subject to review as to form and legality by the Corporation Counsel, the Redevelopment/Loan Agreement ("Agreement") with Helene Curtis by which the City will loan \$2,643,000 to Helene Curtis for the partial financing of the construction and capital equipment for a warehouse and distribution center (the "Project") (Journal of Proceedings, pages 26308 -- 26310); and

WHEREAS, The Commissioner of the Department of Economic Development was further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effectuate the terms and conditions of the Urban Development Action Grant No. B-88-AA-17-0267 and the Agreement; and

WHEREAS, Subsequent to the passage of the aforesaid ordinance, the United States Department of Housing and Urban Development ("H.U.D.") approved an amendment to the U.D.A.G. Grant Agreement modifying the loan terms in order to have the loan secured entirely by capital equipment and fixtures; now, therefore,

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

SECTION 1. Section 2 of the ordinance passed on March 29, 1989, and published at pages 26308 -- 26310 of the Journal of Proceedings of this City Council of said date, is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

\*\*\*\*\*

Security: [First Mortgage on the land, buildings, fixtures, and equipment of the project. However, in the event that H.U.D., executes an amendment permitting a subordination of the mortgage or an interest in a subdivided portion of the property in the event of future expansion, such subordination or subdivision shall not require further City Council action to the extent that the value of the security retained by the City equals or exceeds the value granted to the City at the closing of the loan.] *Loan and Security Agreement on the capital equipment and fixtures of the Project.*

\*\*\*\*\*

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

---

AMENDMENT OF ORDINANCE WHICH AUTHORIZED URBAN  
DEVELOPMENT ACTION GRANT LOAN TO  
PONTIAC LIMITED PARTNERS.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance amending an ordinance authorizing an Urban Development Action Grant for the Pontiac Limited Partners, 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, has previously authorized an Urban Development Action Grant loan to American National Bank and Trust Company, as trustee for the benefit of Pontiac Limited Partners, as successor to Printing House Row Service Corporation, by ordinance enacted on January 11, 1984 and published at pages 4498 - 4499 of the Journal of Proceedings of the City Council of said date (the "Prior Ordinance"); and

WHEREAS, The loan was authorized pursuant to those basic terms and conditions attached to the Prior Ordinance as Exhibit "A"; and

WHEREAS, The Department of Economic Development has reviewed and approved a modification of the basic terms and conditions of the loan such that the senior debt may be increased by \$2,200,000; now, therefore,

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

SECTION 1. The Prior Ordinance is hereby amended to provide that the senior debt may be increased by an additional \$2,200,000.

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

SECTION 3. The Commissioner of the Department of Economic Development is authorized to enter into and execute those documents that may be necessary to effectuate the amended term.

SECTION 4. This ordinance shall be in full force and effect by and from its date of passage.

---

APPROVAL OF TAX INCREMENT REDEVELOPMENT PLAN  
FOR MICHIGAN-CERMAK TAX INCREMENT  
REDEVELOPMENT FINANCING  
PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the approval of the Tax Increment Redevelopment Plan for the Michigan-Cermak Redevelopment Tax Increment Financing 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"), for a proposed redevelopment plan (the "Plan") and a proposed redevelopment project (the "Project") within the municipal boundaries of the Municipality and within a proposed redevelopment project area (the "Area") described in Section 1(a) of this ordinance, which area constitutes in the aggregate more than 1 and 1/2 acres; and

WHEREAS, Pursuant to Section 11-74.4-5 of the Act, the Commercial District Development Commission of the Municipality, by authority of the City Council of the Municipality (the "Corporate Authorities"), called a public hearing relative to the Plan and Project and the designation of the Area as a redevelopment project area under the Act for August 22, 1989, at the City of Chicago, Department of Personnel, 5th Floor Conference Room, 24 East Congress Parkway, Chicago, Illinois; and

WHEREAS, Due notice in respect to such hearing was given pursuant to Section 11-74.4-5 of the Act, said notice being given to taxing districts, to the Department of Commerce and Community Affairs of the State of Illinois and to taxpayers within the Area by certified mail on July 19, 1989, and by publication on July 21, 1989 and on July 28, 1989; and

WHEREAS, The Plan and Project set forth the factors which could cause the proposed Area to become blighted, and the Corporate Authorities have reviewed the information concerning such factors presented at the public hearing and have reviewed other studies, including the Michigan-Cermak Eligibility Report, and are generally informed of the conditions in the proposed Area which could cause the Area to be a "blighted area" as said term is used in the Act; and

WHEREAS, The Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the proposed Area to determine whether private development would take place in the proposed Area as a whole without the adoption of the proposed Plan; and

WHEREAS, The Corporate Authorities have reviewed the conditions pertaining to real property in the proposed Area to determine whether contiguous parcels of real property and improvements thereon in the proposed Area would be substantially benefited by the proposed Project improvements; and

WHEREAS, The Corporate Authorities have reviewed the proposed Plan and Project and also the existing comprehensive plan for development of the Municipality as a whole to determine whether the proposed Plan and Project conform to such comprehensive plan of the Municipality; now, therefore,

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

SECTION 1. Findings. The Corporate Authorities hereby make the following findings:

a. The Area is described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

b. There exist conditions which cause the Area to be subject to designation as a redevelopment project area under the Act and the Area to be classified as a blighted area as defined in Section 11-74.4-3(a) of the Act.

c. The proposed Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Plan.

d. The Plan and Project conform to the comprehensive plan for the development of the Municipality as a whole.

e. As set forth in the Plan, and in the testimony at the public hearing, the estimated date of completion of the Project is September 1, 2012, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined in the Plan is September 1, 2012.

f. The parcels of real property in the proposed Area are contiguous, and only those contiguous parcels of real property and improvements thereon which will be substantially benefited by the proposed Project improvements are included in the proposed Area.

g. The Area would not reasonably be developed without the use of incremental revenues pursuant to Section 11-74.4-8 of the Act.

**SECTION 2. Exhibits Incorporated by Reference.** The Plan and Project which were the subject matter of the public hearing held on August 22, 1989, are hereby adopted and approved. A copy of the Plan and Project is set forth in Exhibit D attached hereto and incorporated herein as if set out in full by this reference.

**SECTION 3. Invalidity of any Section.** If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

**SECTION 4. Superceder and Effective Date.** All ordinances, resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict and this ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

[Exhibit "C" attached to this ordinance printed on  
page 4176 of this Journal.]

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

*Exhibit "A".*

*Redevelopment Project Area*

*Legal Description.*

That part of the southwest quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian and that part of the northwest quarter of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian bounded and described as follows:

Commencing at the intersection of the east line, extended north of South State Street and the center line of East 21st Street; thence south along said east line, extended north of South State Street to the northwest corner of Lot 20 in Block 28 in Gurley's Subdivision of Blocks 24 to 28 in Assessor's Division of the southwest fractional quarter of Section 22, aforesaid; (said northwest corner of Lot 20, being a point in the south line of said East 21st Street); thence east along said south line of East 21st Street to the northwest corner of Lot 1 in said Block 28 in Gurley's Subdivision aforesaid; thence south along the west line of said Lot 1 and the west line of Lot 2 in said Block 28 in Gurley's Subdivision aforesaid to the northwest corner of the south 25 feet of said Lot 2; thence east along the north line and said north line extended east of the said south 25 feet of Lot 2 to the east line of South Wabash Avenue, (said east line of South Wabash Avenue, being the west line of Block 27 in Gurley's Subdivision aforesaid); thence north along said east line of South Wabash Avenue to the north line of the south 30 feet of Lot 19 in said Block 27; thence east along the north line and said north line extended east of said south 30 feet of Lot 19 to the center line of 12 feet of the north and south public alley, east of and adjoining said Lot 19; thence south along the center line of said 12 feet of the north and south alley to the center line, and said center line extended east of the east and west 25.8 feet alley; thence east along center line, and said center line extended east and west of said 25.8 feet alley to the west line of Lot 5 in said Block 27; thence south along said west line of Lot 5 to the northwest corner of Lot 6 in said Block 27; thence east along the north line and said north line extended east of said Lot 6 to the east line of South Michigan Avenue, (said east line of South Michigan being the west line of Block 26 in Gurley's Subdivision aforesaid); thence south along the east line of South Michigan Avenue to the north line of the south 25 feet of Lot 12 in said Block 26; thence east along the north line and said north line extended east of the said south 25 feet of Lot 12 to the center line of the 18-foot north and south alley; thence north along said center line of the 18-foot north and south alley to the north line, extended west of Lot 3 in said Block 26; thence east along the north line and said north line extended east and west of the said north line of Lot 3 to the east line of South Indiana Avenue, (said east line of Indiana Avenue being the west line of Block 25 in Gurley's Subdivision aforesaid); thence north along the east line of South Indiana Avenue to the north line of Lot 15 in said Block 25; thence east along the north line; and said north line extended east of said Lot 15 to the east line of north and south 18-foot public alley; thence north along said east line to the north line of the south 24.8 feet of Lot 3 in said Block 25; thence east along said north line and said north line extended east to the east line of South Prairie Avenue (said east line of South Prairie Avenue being the west line of Block 24 in Gurley's Subdivision aforesaid); thence north along the east line of South Prairie Avenue to the northwest corner of Lot 18 in said Block 24; thence east along the north line and said north line extended east of said Lot 18 and the north line and said north line extended east of Lot 1 in said Block 24 to the center line of South Calumet Avenue; thence south along said center line and said center line extended south of South Calumet Avenue to the north line of the northwest quarter of Section 27 aforesaid; (said north line of the northwest quarter of Section 27, following within East 22nd Street, Cermak Road); thence east along the north line of the northwest quarter of Section 27 to the northeasterly line of Silverton Way; thence southeasterly along the said northeasterly line of Silverton Way to the extension east of the northerly line of the north half of Lot 4 in Assessor's Division of Blocks 13 and 14 of Canal Trustees Subdivision of the west half of Section 27 aforesaid; thence west along the said line extended east of the north line, and along



the north line and said north line extended west of the north half of Lot 4 to the west line of South Calumet Avenue; thence north along said west line of South Calumet Avenue to the north line of a 15-foot east and west alley, said point being the southeast corner of Lot 1 in Assessors Division of Blocks 2, 12 and 15 (except the east half of the south 120 feet of Block 15) in said Canal Trustees Subdivision of the west half of Section 27 aforesaid; thence west along said north line and said north line extended west of said 15-foot east and west alley to the west line of South Prairie Avenue; thence north along the said west line of South Prairie Avenue to the southeast corner of Lot 6 in Hole's Subdivision of Lots 1 and 2 in Block 3 in said Canal Trustees Subdivision; thence west along the south line and said south line extended west of said Lot 6 to the extension north of the west line of Lot 7 in Goold's Subdivision of Block 3 in said Canal Trustees Subdivision; thence south along the extension north of the west line of said Lot 7 to the northeasterly line of Cottage Grove Avenue; thence southeasterly along the said northeasterly line of Cottage Grove Avenue to the extension east of the south line of Lot 10 in the subdivision of Block 17 in said Canal Trustees Subdivision; thence west along the extension east of the south line and said south line extended west of said Lot 10 to the center line of South Indiana Avenue; thence north along the said center line of Indiana Avenue to the northeast corner of Lot 1 in the subdivision of Block 9 in said Canal Trustees Subdivision; thence west along the said north line of Lot 1 to the east line of a north and south, 20 feet public alley east and adjoining Lots 2, 3, 4 and 5 in Assessors Division of the north one-third of Block 20 of fractional Section 15 Addition in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian and the north 185 feet of Block 40 in Canal Trustees Subdivision aforesaid and the west part of Block 4 of the west half of Section 27 aforesaid; thence west along the extension east and the south line of said Lot 5 to the east line of South Michigan Avenue; thence south along the east line of South Michigan Avenue to the extension east of the north line of Lot 1 in the subdivision of the east half of Block 19 in said Canal Trustees Subdivision; thence west along the extension east of the north line and said north line extended west of said Lot 1 in Block 19 to the center line of South Wabash Avenue; thence along the said center line of South Wabash Avenue to the extension east of the south line of the north 87 feet of Block 7 in said Canal Trustees Subdivision; thence west along the extension east of the south line of the said north 87 feet of Block 7 to the west line of the east 197.4 feet of said Block 7; thence south along the said west line of the east 197.4 feet of said Block 7 to the north line of Block 20 in said Canal Trustees Subdivision; thence west along the said north line of Block 20 to the east line of the C.T.A. elevated railroad; thence south along said east line to a line 100 feet north of and parallel with the north line of East 23rd Street; thence west along last described parallel line to the west line of the northwest quarter of said Section 27, (said west line following within South State Street); thence north along said west line of the northwest quarter of said Section 27 and along the west line of the southwest quarter of Section 22 aforesaid to the center line of East 21st Street; thence east along the said center line of East 21st Street to the place of beginning, all in the City of Chicago, Cook County, Illinois. Also, included within the above described perimeter is a tract of land consisting of:

**Parcels:****Parcel 1:**

The south 25 feet of Lot 2 and all of Lots 3 to 22, both inclusive, and including those parts of the east half of South State Street, the west half of South Wabash Avenue, the north half of East 22nd Street, and the public alleys adjoining and accruing to the aforesaid lots, all in Block 28 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

**Parcel 2:**

Lots 6 to 18, both inclusive, and the south 30 feet of Lot 19, and including those parts of the east half of South Wabash Avenue, the west half of South Michigan Avenue, the north half of East 22nd Street and the public alleys adjoining and accruing to the aforesaid lots, all in Block 27 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

**Parcel 3:**

Lots 3 to 11, both inclusive, and the south 25 feet of Lot 12 and including those parts of the east half of South Michigan, the west half of South Indiana, the north half of East 22nd Street and the north and south 18 foot public alley adjoining and accruing to the aforesaid lots, all in Block 26 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the south- west fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

**Parcel 4:**

Lots 3 to 15, both inclusive, and including those parts of the east half of South Indiana Avenue, the west half of South Prairie Avenue, the north half of 22nd Street, Cottage Grove Avenue and the north and south 18-foot public alley and accruing to the aforesaid lots, all in Block 25 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

**Parcel 5:**

Lots 1 to 18, both inclusive, and including those parts of the east half of South Prairie Avenue, the west half of South Calumet Avenue, the north half of 22nd Street and the north and south 18-foot vacated public alley adjoining and accruing to the aforesaid lots, all in Block 24 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of

the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

**Parcel 6:**

Block 1 (excepting that part thereof lying northeasterly of the southwesterly line of Silverton Way and excepting that part thereof taken and used for street purposes), including the east half of South Calumet Avenue lying west and adjoining, and all of Silverton Way easterly of and adjoining, all in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 7:**

Lots 1, 2, 3 and north half of Lot 4 including the east half of South Calumet Avenue lying west and adjoining, and all of Silverton Way easterly of and adjoining, all in the Assessor's Division of Blocks 13 and 14 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 8:**

Lots 1 to 11, both inclusive, including those parts of the west half of Calumet Avenue, the east half of South Prairie and 22nd Street adjoining and accruing to the aforesaid lots, all in the Assessor's Division of Blocks 2, 12 and 15 (except the east half of the south 120 feet of Block 15) in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 9:**

Lots 3 to 7, both inclusive, (excepting that part of Lots 3 and 7 taken and used for street purposes), including those parts of the west half of South Prairie Avenue and 22nd Street adjoining and accruing to the aforesaid lots, all in Hale's Subdivision of Lots 1 and 2 in Block 3 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 10:**

The east 150 feet of that part of Gould's Subdivision of Block 3 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, lying west of the west line of Hale's Subdivision of Lots 1 and 2 in Block 3 aforesaid, lying north of the north line of

the east and west public alley, (excepting that part thereof taken and used for street purposes) including those parts of Cottage Grove Avenue and 22nd Street adjoining and accruing thereto.

**Parcel 11:**

Block 10 (excepting those parts thereof taken and used for street purposes), including those parts of Cottage Grove Avenue, 22nd Street and the east half of South Indiana Avenue, adjoining and accruing to aforesaid Block 10 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 12:**

Lots 10 and 11, including those parts of Cottage Grove Avenue and the east half of South Indiana Avenue, adjoining and accruing to aforesaid lots in subdivision of Block 17 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

**Parcel 13:**

Lots 2, 3 and 4 (excepting that part of said Lot 2 taken and used for street purposes), including those parts of the east half of South Michigan Avenue, 22nd Street, north and south 20-foot alley adjoining and accruing to aforesaid lots in Assessor's Division of the west part of Block 4 of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian and the north 185 feet of Block 40 in Canal Trustees Subdivision west half of Section 27 aforesaid and the north one-third of Block 20 of fractional Section 15 addition in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 14:**

That part of 22nd Street lying north of and adjoining to the east part of Block 4 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 15:**

Lots 1 to 18, both inclusive (excepting that part thereof taken and used for street purposes), including those parts of the west half of South Michigan Avenue, the east half of South Wabash Avenue, 22nd Street, and public alley adjoining and accruing to the aforesaid lots, in the Assessor's Division of the north half of Block 5 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel: 16**

Lots 1 to 6, both inclusive, including those parts of the west half of South Michigan Avenue, the east half of South Wabash Avenue and the public alley adjoining and accruing to the aforesaid lots in William L. Butterfield's Subdivision of the west half of the south half and the north 25.25 feet of the south half of the east half of Block 5 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 17:**

The south half of the east half, (excepting the north 25.25 feet thereof), of Block 5, including that part of the west half of South Michigan Avenue adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 18:**

Block 8, including those parts of the west half of South Michigan Avenue and the east half of South Wabash Avenue adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 19:**

Block 6, (excepting those parts taken and used for street purposes), including those parts of the west half of Wabash Avenue, 22nd Street and State Street adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 20:**

Block 7, (except the south 112.83 feet of the east 197.4 feet also excepting that part taken and used for street purposes), including those parts of the west half of South Wabash Avenue and State Street adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County Illinois.

**Parcel 21:**

The west 185.75 feet, (except the south 100 feet thereof and excepting that part taken and used for street purposes) of Block 20, including that part of State Street adjoining and accruing thereto in Canal Trustees Subdivision of the west half of Section 27,

Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County Illinois.

*Exhibit "B".*

The Michigan-Cermak Redevelopment Project Area is generally bounded by East 21st Street on the north, South Calumet Avenue and South Martin Luther King Drive on the east, East 23rd Street on the south and South State Street on the west.

*Exhibit "D".*

*City Of Chicago, Illinois,*

*Tax Increment Redevelopment Area (T.I.F.)*

*Michigan/Cermak T.I.F. Redevelopment Plan And Project*

*July, 1989.*

**I. Introduction And Background.**

**Background:**

The designation of the Michigan/Cermak Road Corridor Redevelopment Project Area will assist the City of Chicago in addressing many severe economic problems within the City's Near South Area. The redevelopment of this area is one of the primary goals of the City of Chicago.

The R.P.A. is generally described as follows:

The frontage properties along the north and south sides of East Cermak Road extending from the intersection of State Street and East Cermak Road to the southeast corner of the intersection of South Calumet Avenue and South Martin Luther King Jr. Drive.

Current uses are mixed: industrial, commercial/service, retail, residential, and parking/storage lots. A number of vacant lots are also interspersed with the uses described above.

The Near South Area, overall, has had little or no meaningful new development or redevelopment investment by the private sector in recent years. This stagnation in private sector investment has led to the area experiencing significant deterioration of existing structures and a lack of development of underutilized and vacant properties. Accompanying these conditions has been the long-term deterioration in the area's socio-economic structure. This deterioration is evidenced by the following factors which are provided in detail in the City's Near South Development Plan, Background Report, March, 1986.

- In 1950, there were 2,875 housing units located in the area. It is significant to note that at that time all units were private market housing. By 1980, however, the number of units had decreased to 2,487 and, of those, fully 90% were Federally subsidized housing. Approximately 99% of these units were rental.
- Between 1970 -- 1980, the population in the immediate area decreased by 45%. Of the population that remained, approximately 94% was minority compared to a city-wide minority population of 40%.
- There was an almost 30% loss in the number of jobs in the area between 1972 and 1984. Also, the unemployment rate for the area traditionally runs two to three times higher than that for the City as a whole. For area youth, the difference in the unemployment rate is typically four (4) to six (6) times higher.
- In 1980, working age adults made up only 49% of the area's population compared to 61% for Chicago as a whole. Conversely, while for the City overall the population of youth 0 -- 17 years of age was 28%, for the impacted area the rate was 42%.
- The area's per capita income in 1980 was 50% less than that for the City as a whole, which contributed to the area having a poverty level being twice that of the City as a whole (43% and 20%, respectively).

- Between 1978 and 1982, the area lost 16% of its employers with almost 280 firms leaving the area. Of the remaining firms, about one-third were manufacturing, leaving the area somewhat under-represented in the retail and service jobs. (This supports the belief that the retail/service jobs that will be created by the proposed project are badly needed.)
  
- The area is widely characterized by poorly maintained older, commercial and industrial properties. The historic landmark Lexington Hotel, which is located just outside of the Prairie Avenue Historic District, is typical of these deteriorated conditions.

(Source: Near South Development Plan, Background Report, March, 1986)

As noted above, the R.P.A. designation will assist the City to begin to alleviate many of these problems.

In past years, the R.P.A. has experienced almost total economic isolation from nearby McCormick Place, as well as the many amenities of the lakefront. Also, in the past, the natural retail and service market draw the area should have been experiencing, by virtue of being adjacent to the area's major assets, including the Chicago Loop, has been severely abated by significant manmade barriers in the form of acres of railroad yards and transportation systems like Lake Shore Drive and the Stevenson Expressway. Today, the railroad yards lie underutilized, but the area is poised for large scale development. The key transportation systems promise to offer outstanding access into the Near South Loop Area. Yet, in spite of these potential advantages, the area remains very difficult to develop. For example, the proposed Central Station project, to the east of the R.P.A., by location, is closer to the lakefront and Lake Shore Drive. As a result, the market area and market perception are difficult in comparison to properties located further west along Cermak Road.

In addition to the investment and job generation, the R.P.A. offers the City an opportunity to encourage additional private sector investment and job creation in the impacted area. Recently established long-term plans by the City identify the attraction of hotels, retail, and commercial development along the Michigan/Cermak corridor as a much needed strategy to help revitalize the area.

As indicated by the demographic data supplied above, the impacted area has a high proportion of minority and low-moderate income population. The permanent jobs that would be created by the proposed redevelopment projects would be of primary benefit to the area's residents.



One of the fastest growing business sectors in the Near South Side is the convention/trade show and exhibition support industry related to the McCormick Place Complex. The expansion of the Complex, through the construction of the Annex was designed to improve scheduling patterns and increase convention/trade show events. The Near South Area is well served by C.T.A. bus and rapid transit lines. Important arterials such as Cermak Avenue and Michigan Avenue along with State Street, Clark Street and Indiana Avenue generally serve the R.P.A. In addition, Lake Shore Drive is nearby as well as convenient access to the Stevenson Expressway and the Dan Ryan Expressway. Commuter rail service is nearby located at 18th Street and 23rd Street. Meigs Field, a general aviation airport, serves small businesses and personal planes, with executives, legislators and other officials using commuter flights to Springfield of events located at the McCormick Place Complex. Meigs Field is conveniently located near East Cermak Road. The Prairie Avenue Historic District is also located nearby.

Notwithstanding the transportation and geographic advantages described above, the R.P.A. has not been subject to redevelopment. The general condition of the structures along Cermak Avenue east towards McCormick Place and along Michigan Avenue is poor.

The former Lexington Hotel, located at an important entry point on the corridor, has been vacant for several years and the condition of the structure has depreciated over the years due to weather damage, vandalism, and lack of maintenance. The Lexington Hotel is an historic structure (a City landmark), offering certain architectural features, as well as local tradition, that enhance its unique characteristics. The site is well located at the Cermak Road and Michigan Avenue intersection, and is well situated to service the McCormick Place Complex.

#### Redevelopment Plan:

The R.P.A. as constituted would be difficult to develop solely through investment by private enterprise. It is not reasonable to anticipate substantial reuse of sites within the R.P.A. without the adoption of a redevelopment plan that addresses the characteristics of the properties, while providing a practical method for financing the redevelopment project. The City has prepared this redevelopment plan to address its needs and meet its redevelopment goals and objectives relating to the R.P.A. through the use of tax increment financing.

The R.P.A. has not been subject to redevelopment through investment by private enterprise and it is not reasonably anticipated to be developed in a comprehensive manner without the adoption of a Redevelopment Plan and Project.

The City recognizes the need for implementation of various strategies to overcome existing area conditions and lack of competitiveness with other City or suburban locations. The needed public investment will be possible only if tax increment financing is adopted pursuant to the terms of the Tax Increment Allocation Redevelopment Act, Illinois Rev.

Stat., Section 11-74.4-3 (the "Act"). Incremental real estate tax revenue generated by the R.P.A. will play a decisive role in encouraging private development.

Existing site conditions that have precluded intensive private investment in the past will be eliminated. Through this Redevelopment Plan and Project, the City will serve as the central force for marshalling the assets and energies of the private sector for a unified cooperative public-private redevelopment effort. Ultimately, the implementation of the Redevelopment Plan and Project will benefit the City and all the taxing districts which are included in the R.P.A. in the form of a significant expansion of the real estate tax base and employment base. The Redevelopment Plan and Project will serve to create new jobs within the City and thereby reduce unemployment within taxing districts which cover all or part of the R.P.A.

On July 18, 1989, the City of Chicago's Commercial District Commission adopted a resolution authorizing a Public Hearing to use Tax Increment Financing ("T.I.F.") for the redevelopment of the area legally described herein in Exhibit 1 and outlined on the map in Exhibit 2. Redevelopment of the T.I.F. area is tenable only if a portion of the public improvements are funded by T.I.F.

The adoption of this Redevelopment Plan and Project makes possible the implementation of a comprehensive program for the economic redevelopment of the proposed R.P.A. By means of public investment, the R.P.A. will become an improved, more viable environment that will attract private investment. The public investment will set the stage for the redevelopment of the area with private capital.

Pursuant to the requirements of the Act, the R.P.A. includes only those contiguous parcels of real property and improvements thereon which are substantially benefited by the Redevelopment Plan and Project. Also in accordance with the Act, the R.P.A. is not less than 1-1/2 acres in the aggregate.

#### Redevelopment Plan Implementation:

The City will encourage and consider proposals for facilities and structures of all types and character provided that such proposals meet the zoning classification (as revised from time to time) and are consistent with other City ordinances and overall goals, including the goals of this Plan.

The City is open to the type and class of employees that are reasonably employed by the type and character of facilities that it ultimately approves. Based upon the initiation of the first phase of redevelopment of this Plan, the City anticipates that approximately 570 new employees will be employed within the R.P.A. after completion of this first phase. First source hiring policies will be favored as well as conformance to City E.E.O. and Affirmative Action policies. Relevant city, state and federal job training programs will be utilized as appropriate to facilitate the employment and training of community residents to the fullest extent practicable.

## II. Redevelopment Project Area Legal Description.

The legal description is included in (Sub)Exhibit 1.

## III. Blighted Area Conditions Existing In The Redevelopment Project Area.

### Findings:

The Redevelopment Project Area was studied to determine its qualifications as a "blighted area" as such term is defined in the Act. A description of the qualification factors is found in (Sub)Exhibit 5. In summary, the following factors were found within the R.P.A.: age, obsolescence, depreciation of physical maintenance, inadequate utilities, deleterious land use or layout, lack of community planning, deterioration, excessive vacancies, and structures below minimum code standards.

### Eligibility Survey:

The entire designated Redevelopment Project Area was evaluated by the City and Kane, McKenna and Associates, Incorporated in July, 1989.

## IV. Redevelopment Project Area Goals And Objectives.

The following goals and objectives are presented for the R.P.A. in accordance with the City's zoning ordinance and comprehensive plan. The Redevelopment Plan and Project also conform to the Near South Development Plan for the development of the area as a whole.

### General Goals Of The Redevelopment Plan:

- 1) Provide jobs and potential business opportunities for community and City residents in accordance with the City's Affirmative Action goals;
- 2) Strengthen the existing business community within the area;
- 3) Remove obsolete and substandard structures which exert a blighting influence on the community;
- 4) Retain and upgrade sound buildings compatible with the redevelopment plan;

- 5) Identify and attract new business growth to the Michigan/Cermak Road corridor that will capitalize on its inherent strengths;
- 6) Improve the physical environment of the R.P.A. in order to make the area more attractive for new business location and expansion; and
- 7) Develop "anchor" projects that encourage commercial and related mixed use development along the East Cermak Road corridor.

**Specific Goals Of The Redevelopment Plan:**

- 1) Create new job opportunities for community residents and City residents utilizing first source hiring programs and appropriate job training programs;
- 2) Rehabilitate key structures at critical locations within the R.P.A. in order to encourage market momentum;
- 3) Link East Cermak Road redevelopment uses with the McCormick Place Complex uses, in ways that are compatible and supportive with the overall R.P.A. growth;
- 4) Attract new commercial businesses;
- 5) Increase the number of public/private development partnerships;
- 6) Preserve and expand the tax base; and
- 7) Support the expansion of viable existing businesses that are consistent with the overall character of redevelopment.

**Redevelopment Objectives:**

The purpose of the R.P.A. designation will allow the City to:

- a) Coordinate redevelopment activities within an important core area in order to provide a positive marketplace signal;
- b) Reduce or eliminate blighted area factors present within the area; and
- c) Accomplish redevelopment over a reasonable time period.

The Redevelopment Project's implementation will serve to improve the physical appearance of the entire Michigan/Cermak corridor and contribute to the economic development of the area, arresting decline and stabilizing the area. The redevelopment of

the R.P.A. will serve as a catalyst and as an essential anchor for the overall area. Job creation associated with the project will provide new, improved employment opportunities for community and City residents, including an employment program that allows for the use of the City's First Source Hiring program.

#### V. Redevelopment Project.

##### A. City Redevelopment Plan And Project Objectives.

The City proposes to realize its goals and objectives of encouraging development of the redevelopment project area through public finance techniques including, but not limited to, Tax Increment Financing:

- (1) By reducing interest costs of a redeveloper related to the construction, expansion or rehabilitation of redevelopment projects.
- (2) Acquisition and assembly of property.
- (3) By providing public facilities which may include:
  - i) Utility improvements and expansion (including curbs and sidewalks);
  - ii) Street improvements and expansion;
  - iii) Traffic signalization and intersection improvements; and
  - iv) Landscaping and signs on public ways.
- (4) By providing for demolition, site preparation, clearance and grading of redevelopment sites and building rehabilitation, as well as appropriate relocation.
- (5) Exploration and review of job training programs in coordination with City, federal, state, and county programs.

##### B. General Land Use Plan.

Existing land use consists of frontage along East Cermak Road extending east from State Street to Martin Luther King, Jr. Drive, as described in (Sub)Exhibit 3. A number of different uses (commercial, vacant, and mixed use) exist within the R.P.A. (Sub)Exhibit 4,

attached hereto and made a part of this plan, designates intended general land uses in the R.P.A. The proposed land uses will conform to the City's comprehensive plan.

All redevelopment projects shall be subject to the provisions of the City Zoning Ordinance, as well as Planned Unit Development provisions, as may be amended from time to time.

#### C. Redevelopment Program.

Pursuant to the foregoing objectives, the City will implement a coordinated program of actions to facilitate redevelopment, including, but not limited to, acquisition and assembly, provision of interest rate writedown, public improvements, demolition and/or clearance, building rehabilitation, relocation and job training assistance.

##### Interest Rate Writedown:

The City may enter into an agreement with developers whereby a portion of the interest cost of a construction, renovation or rehabilitation project is paid for on an annual basis out of the Special Tax Allocation Fund of the R.P.A., in accordance with the Act.

##### Public Improvements:

The City may provide public improvements in the R.P.A. to enhance the R.P.A. as a whole, to support the Redevelopment Project Plan and Project, and to serve the needs of City and area residents. Appropriate public improvements may include, but are not limited to:

- new construction and improvements of streets, alleys, curbs, sidewalks/pedestrianways and street intersections;
- improvement and extension of public utilities;
- landscaping/beautification, lighting, and signage of public properties; and
- traffic signalization.

##### Acquisition:

Property may be acquired by the City in order to further the objectives of this Plan and enhance development alternatives for appropriate users.

Clearance of existing structures on properties to be acquired will, to the greatest extent possible, be scheduled to coincide with redevelopment activities so that parcels do not remain vacant for extended periods of time and so that the adverse effects of clearance activities may be minimized.

Property, when acquired, may be made available for temporary public or private revenue producing uses which will not have adverse impacts on the redevelopment area, until such time as they are needed for planned development. Such revenues, if any, would accrue to the special tax allocation fund for the redevelopment project.

#### Land Disposition:

Property may be acquired by the City and may be assembled into appropriate redevelopment sites. These properties may be sold or leased by the City to a private developer or developers, in whole or in part, for redevelopment subject to the requirements of the Act.

Terms of conveyance shall be incorporated into appropriate disposition agreements, and may include more specific restrictions than contained in this Redevelopment Plan or in other City codes and ordinances governing the use of land.

#### Demolition And Site Preparation:

As determined by the type of use and market considerations, a portion or all of the existing structures may be demolished. Demolition may include removal of asbestos insulation conformant with all environmental requirements. Should a portion of a facility be adapted for more market oriented uses, asbestos insulation may have to be removed as part of site preparation in order to accommodate development. Again, all removal would conform to environmental requirements. Other site preparation for reuse would also conform to appropriate environmental and other governmental regulations.

#### Relocation:

The City or the developer may provide for relocation conformant with its policies and regulations in order to accomplish the goals and objectives of the Plan, using Federal, State or municipal criteria.

**Job Training:**

The City may assist facilities located within the R.P.A. in obtaining job training assistance. Job training and retraining programs currently available from or through other governments include, but are not limited to:

- The federal Jobs Partnership Training Act (J.P.T.A.) programs administered by the City of Chicago's Mayor's Office of Employment Training;
- The State of Illinois High Impact Training Support (H.I.T.S.) program;
- Applicable local vocational educational programs;
- The State of Illinois Industrial Training Program (I.T.P.);
- Other federal, state, county or non-profit programs that are currently available or will be developed and initiated over time.

**D. Estimated Redevelopment Project Costs -- Phases 1 and 2.**

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Redevelopment Plan and Project. Eligible costs permitted by the Act pertinent to this Redevelopment Plan and Project are:

1. Costs of studies and surveys, development of plans and specifications, implementation and administration of the redevelopment plan, including, but not limited to, staff and professional service costs for architectural, engineering, legal, marketing, financial, planning or other services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected;
2. Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
3. Costs of the construction of public works or improvements;
4. Costs of job training and retraining projects;
5. Financing costs, including, but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder accruing during the estimated period of construction of any redevelopment project for which such obligations



are issued and not exceeding thirty-six (36) months thereafter, including reasonable reserves related thereto;

6. All or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan and Project, to the extent the City by written agreement accepts and approves such costs;
7. Relocation costs to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or Illinois law;
8. Payment in lieu of taxes;
9. Costs of job training, advanced vocational education or career education, including, but not limited to, courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the R.P.A.; and (ii) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken, including, but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Illinois Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the Illinois School Code;
10. Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
  - (a) such costs are to be paid directly from the special tax allocation fund established pursuant to the Act; and
  - (b) such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year; and
  - (c) if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph (10), then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and

- (d) the total of such interest payments incurred pursuant to the Act may not exceed 30% of the total redevelopment project costs excluding any property assembly costs and any relocation costs incurred pursuant to the Act.

Estimated project costs are shown in Tables 1a and 1b. To the extent that the City or a developer has incurred redevelopment project costs prior to, but in anticipation of, the adoption of tax increment financing, the City may be reimbursed for such costs. Adjustments to the cost items listed in Tables 1a and 1b are anticipated without amendment to the Redevelopment Plan.

*Table 1a.*

*Redevelopment Project -- Estimated Phase 1 Project Costs.*

Program Action/Improvement	Estimated Cost(s)
Interest Cost as Allowed Under Paragraph (11) of Chapter 24, Paragraph 11-74.4-3 of the Act	\$ 4,500,000
Land Acquisition and Assembly	5,000,000
Utility Improvements	500,000
Street Construction and/or Extension	500,000
Intersection and Traffic Signalization Improvements	250,000
Streetscape Improvements, Including Landscaping, Signage and Streetlights	1,000,000
Demolition and/or Site Preparation and Clearance	1,000,000
Rehabilitation	5,250,000
Relocation	250,000

Program Action/Improvement	Estimated Cost(s)
Planning, Legal, Architectural, Engineering, Administrative and Other Professional Service Costs	\$ 500,000
Job Training, Retraining and Affirmative Action Consulting Services	1,000,000
Capitalized Interest and Costs of Issuance	5,000,000
Contingencies	<u>250,000</u>
Estimated Phase 1 Costs:	\$ 25,000,000

- (A) All cost estimates are in 1989 dollars. Adjustments to the estimated line item costs above are expected. Each individual project cost will be re-evaluated in light of projected private development and resulting incremental tax revenues as it is considered for public financing under the provisions of the Act. The totals of line items set forth above are not intended to place a total limit on the described expenditures. Adjustments may be made in line items within the total, either increasing or decreasing line item costs for redevelopment project costs.

*Table 1b.*

*Redevelopment Project -- Estimated Phase 2 Project Costs.*

Program Action/Improvement	Estimated Cost(s)
Interest Cost as Allowed Under Paragraph (11) of Chapter 24, Paragraph 11-74.4-3 of the Act	\$5,000,000
Land Acquisition and Assembly	5,000,000
Utility Improvements	250,000
Street Rehabilitation/Construction and/or Extension, Curb and Sidewalk Construction	500,000

Program Action/Improvement	Estimated Cost(s)
Intersection and Traffic Signalization Improvements	\$ 250,000
Streetscape Improvements, Including Landscaping, Signage and Streetlights	1,500,000
Demolition and/or Site Preparation and Clearance	1,500,000
Rehabilitation	2,000,000
Relocation	500,000
Planning, Legal, Architectural, Engineering, Administrative and Other Professional Service Costs	1,000,000
Job Training, Retraining and Affirmative Action Consulting Services	2,000,000
Capitalized Interest and Costs of Issuance	5,000,000
Contingencies	<u>500,000</u>
Estimated Phase 2 Costs:	\$ 25,000,000
Total Estimated Project Costs:	\$50,000,000

- (A) All cost estimates are in 1989 dollars. Adjustments to the estimated line item costs above are expected. Each individual project cost will be re-evaluated in light of projected private development and resulting incremental tax revenues as it is considered for public financing under the provisions of the Act. The totals of line items set forth above are not intended to place a total limit on the described expenditures. Adjustments may be made in line items within the total, either increasing or decreasing line item costs for redevelopment project costs.

**E. Sources Of Funds To Pay Redevelopment Project Costs.**

Funds necessary to pay for redevelopment project costs are to be derived principally from real property tax incremental revenues and proceeds from any municipal obligations to be

retired primarily with tax increment revenues and interest earned on resources available but not immediately needed for the Redevelopment Project.

The tax increment revenues which will be used to pay debt service on the tax increment obligations and to directly pay redevelopment project costs shall be the incremental real property taxes attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the R.P.A. over and above the initial equalized assessed value of each such lots, etc, in the R.P.A.

Other sources of funds which may be used to pay for redevelopment project costs and debt service on municipal obligations issued to finance project costs are: The proceeds of real property sales, real property tax receipts, certain motor tax revenues, incremental local hotel tax revenues, incremental local sales tax revenues, certain land lease payments, certain state and federal grants, certain investment income, and such other sources of funds and revenues as the City may, from time to time, deem appropriate.

The City may use its general fund and utilize its taxing power to sustain redevelopment projects and pay debt service on obligations issued in connection therewith to be reimbursed, if possible, from tax increment financing revenues.

#### F. Nature And Term Of Obligations To Be Issued.

The City may issue obligations secured by the tax increment special tax allocation fund established for the R.P.A. pursuant to Section 11-74.4-7 of the Act or such other funds or security as are available to the City by virtue of its home rule powers provided by the Constitution of the State of Illinois.

All obligations issued by the City pursuant to this Redevelopment Plan and Project and the Act shall not exceed twenty-three (23) years from the date of adoption of the ordinance approving the R.P.A. or September 1, 2012. However, the final maturity date of any obligation issued pursuant to the Act may not be later than twenty (20) years from its respective date of issuance. One or more series of obligations may be issued from time to time in order to implement this Redevelopment Plan and Project. All obligations are to be repaid after issuance by projected and actual tax increment, other tax revenue and by such debt service revenues and sinking funds as may be provided by ordinance. The total principal and interest payable in any year on all obligations shall not exceed the amounts available in that year, or projected to be available in that year, from tax increment revenues and from bond sinking funds, capitalized interest, debt service reserve funds and all other sources of funds as may be provided by ordinance.

Those revenues not required for principal and interest payments, required reserves, bond sinking funds, redevelopment project costs and required reserves, early retirement of outstanding securities, and to facilitate the economical issuance of additional bonds necessary to accomplish the redevelopment plan, may be declared surplus and shall then become available for distribution annually to taxing districts overlapping the R.P.A. in the manner provided by the Act.

Such securities may be issued on either a taxable or tax-exempt basis, with either fixed interest rates or floating interest rates; with or without capitalized interest; with or without deferred principal retirement; with or without interest rate limits, and with or without redemption provisions.

**G. Most Recent Equalized Assessed Valuation Of Properties In The Redevelopment Project Area.**

The total estimated 1988 equalized assessed valuation for the R.P.A. is approximately \$6,923,073. The Boundary Map, (Sub)Exhibit 2, shows the location of the R.P.A.

**H. Anticipated Equalized Assessed Valuation.**

Upon completion of the anticipated private development assuming a Cook County, Illinois equalization factor (multiplier) of 1.9266, it is estimated that the equalized assessed valuation of real property within the R.P.A. after the completion of the first phase redevelopment will be approximately \$19,588,542.

**VI. Description Of Components Of Redevelopment Project.**

**A. Description Of Redevelopment Project.**

The City will employ an implementation strategy which stresses economic feasibility whereby tax increment funds will not be initially pledged unless corresponding private investment is reasonably projected to be sufficient to generate equal or greater return of future tax revenues. Such strategy will contribute to a realistic approach in funding projects while assuring that the City has the flexibility to continue to prioritize among possible projects in meeting both City and private sector goals. The redevelopment projects contemplated by the City include, but are not limited to, the following:

**Interest Cost Coverage.** The City may pay for certain interest costs incurred by a redeveloper for construction, renovation or rehabilitation of a redevelopment project which shall include costs incurred by a developer pertaining to the redevelopment project. Such funding would be paid for out of annual tax increment revenue generated from the R.P.A. as allowed under the Act.

**Utility Improvements.** The City may make improvements, extension and adjustment in water, storm sewer, sanitary sewer, electric lighting and other utility systems.

**Right-of-Way Improvements.** The City may improve, construct, reconstruct or extend primary and secondary street right-of-ways and other such territory located on public land, on private land or through public easement on private land. Curbs and sidewalks may also be improved or reconstructed.

**Property Acquisition and Assembly.** The City may acquire land within the R.P.A. for the purpose of facilitating the assembly and preparation of property.

**Demolition, Site Preparation and Clearance.** The City may remove debris and other disposal material from sites and/or grade such sites as part of its redevelopment activities.

**Professional Service.** The City may use tax increment financing to pay necessary architectural, engineering, planning, legal, administrative and financial costs.

**Costs of Job Training.** The City may implement job training programs.

**Relocation.** The City may provide for appropriate relocation conformant to its policies and regulations.

#### **B. Commitment To Fair Employment Practices And Affirmative Action.**

As part of any Redevelopment Agreement entered into by the City and any private developers, both will agree to establish and implement a honorable, progressive, and goal-oriented affirmative action program that serves appropriate sectors of the City. The program will be conformant with the most recent City policies and plans.

With respect to the public/private development's internal operations, both entities will pursue employment practices which provide equal opportunity to all people regardless of sex, color, race or creed. Neither party will countenance discrimination against any employee or applicant because of sex, marital status, national origin, age, or the presence of physical handicaps. These nondiscriminatory practices will apply to all areas of employment, including: hiring, upgrading and promotions, terminations, compensation, benefit programs and education opportunities.

All those involved with employment activities will be responsible for conformance to this policy and the compliance requirements of applicable state and federal regulations.

The City and private developers will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level. Additionally, any public/private entities will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which all employees are assigned to work. It shall be specifically ensured that all on-site supervisory personnel are aware of and carry out the obligation to maintain such a working environment, with specific attention to minority and/or female individuals.

Finally, the entities will utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner. Underlying this policy is the recognition by the entities that successful affirmative action programs are important to the continued growth and vitality of the community.

#### VII. Scheduling Of The Redevelopment Project.

##### A. Completion Of Redevelopment Project And Retirement Of Obligations Of Finance Redevelopment Costs.

This Redevelopment Project will be completed on or before a date 23 years from the adoption of an ordinance designating the R.P.A. or September 1, 2012. The City expects that the Redevelopment Project will be completed sooner than the maximum time limit set by the Act, depending on the incremental tax yield. Actual public and/or private construction activities are anticipated to be completed within ten (10) years from the adoption of this Redevelopment Plan.

#### VIII. Provisions For Amending The Tax Increment Redevelopment Plan And Project.

This Redevelopment Plan and Project may be amended pursuant to the provisions of the Act.

[(Sub)Exhibits 2, 3 and 4 attached to this Exhibit "D" printed on pages 4177 through 4179 of this Journal.]

(Sub)Exhibits 1 and 5 attached to this Exhibit "D" read as follows:

*(Sub)Exhibit 1.*

##### *Legal Description.*

That part of the southwest quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian and part of the northwest quarter of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian bounded and described as follows:



Commencing at the intersection of the east line, extended north of South State Street and the center line of East 21st Street; thence south along said east line, extended north of South State Street to the northwest corner of Lot 20 in Block 28 in Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, aforesaid; (said northwest corner of Lot 20, being a point in the south line of said East 21st Street); thence east along said south line of East 21st Street to the northwest corner of Lot 1 in said Block 28 in Gurley's Subdivision aforesaid; thence south along the west line of said Lot 1 and the west line of Lot 2 in said Block 28 in Gurley's Subdivision aforesaid to the northwest corner of the south 25 feet of said Lot 2; thence east along the north line and said north line extended east of the said south 25 feet of Lot 2 to the east line of South Wabash Avenue, (said east line of South Wabash Avenue, being the west line of Block 27 in Gurley's Subdivision aforesaid); thence north along said east line of South Wabash Avenue to the north line of the south 30 feet of Lot 19 in said Block 27; thence east along the north line and said north line extended east of said south 30 feet of Lot 19 to the center line of 12 feet of the north and south public alley, east of and adjoining said Lot 19; thence south along the center line of said 12 feet north and south alley to the center line, and said center line extended east of the east and west 25.8 feet alley; thence east along center line, and said center line extended east and west of said 25.8 feet alley to the west line of Lot 5 in said Block 27; thence south along said west line of Lot 5 to the northwest corner of Lot 6 in said Block 27; thence east along the north line and said north line extended east of said Lot 6 to the east line of South Michigan Avenue, (said east line of South Michigan being the west line of Block 26 in Gurley's Subdivision aforesaid); thence south along the east line of South Michigan Avenue to the north line of the south 25 feet of Lot 12 in said Block 26; thence east along the north line and said north line extended east of the said south 25 feet of Lot 12 to the center line of the 18 feet north and south alley; thence north along said center line of the 18 feet north and south alley to the north line, extended west of Lot 3 in said Block 26; thence east along the north line and said north line extended east and west of the said north line of Lot 3 to the east line of South Indiana Avenue, (said east line of Indiana Avenue being the west line of Block 25 in Gurley's Subdivision aforesaid); thence north along the east line of South Indiana Avenue to the north line of Lot 15 in said Block 25; thence east along the north line and said north line extended east of said Lot 15 to the east line of north and south 18 feet public alley; thence north along said east line to the north line of the south 24.8 feet of Lot 3 in said Block 25; thence east along said north line and said north line extended east to the east line of South Prairie Avenue (said east line of South Prairie Avenue being the west line of Block 24 in Gurley's Subdivision aforesaid); thence north along the east line of South Prairie Avenue to the northwest corner of Lot 18 in said Block 24; thence east along the north line and said north line extended east of said Lot 18 and the north line and said north line extended east of Lot 1 in said Block 24 to the center line of South Calumet Avenue; thence south along said center line and said center line extended south of South Calumet Avenue to the north line of the northwest quarter of Section 27 aforesaid; (said north line of the northwest quarter of Section 27, following within East 22nd Street, Cermak Road); thence east along the north line of the northwest quarter of Section 27 to the northeasterly line of Silverton Way; thence southeasterly along the said northeasterly line of Silverton Way to the extension east of the northerly line of the north half of Lot 4 in Assessor's Division of Blocks 13 and 14 of Canal Trustees Subdivision of the west half of Section 27 aforesaid; thence west along the said line extended east of the north line, and along

the north line and said north line extended west of the north half of Lot 4 to the west line of South Calumet Avenue; thence north along said west line of South Calumet Avenue to the north line of a 15-foot east and west alley, said point being the southeast corner of Lot 1 in Assessors Division of Blocks 2, 12 and 15 (except the east half of the south 120 feet of Block 15) in said Canal Trustees Subdivision of the west half of Section 27 aforesaid; thence west along said north line and said north line extended west of said 15-foot east and west alley to the west line of South Prairie Avenue; thence north along the said west line of South Prairie Avenue to the southeast corner of Lot 6 in Hole's Subdivision of Lots 1 and 2 in Block 3 in said Canal Trustees Subdivision; thence west along the south line and said south line extended west of said Lot 6 to the extension north of the west line of Lot 7 in Goold's Subdivision of Block 3 in said Canal Trustees Subdivision; thence south along the extension north of the west line of said Lot 7 to the northeasterly line of Cottage Grove Avenue; thence southeasterly along the said northeasterly line of Cottage Grove Avenue to the extension east of the south line of Lot 10 in the subdivision of Block 17 in said Canal Trustees Subdivision; thence west along the extension east of the south line and said south line extended west of said Lot 10 to the center line of South Indiana Avenue; thence north along the said center line of Indiana Avenue to the northeast corner of Lot 1 in the subdivision of Block 9 in said Canal Trustees Subdivision; thence west along the said north line of Lot 1 to the east line of a north and south 20 feet public alley east and adjoining Lots 2, 3, 4 and 5 in Assessors Division of the north one-third of Block 20 of fractional Section 15 Addition in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian and the north 185 feet of Block 40 in Canal Trustees Subdivision aforesaid and the west part of Block 4 of the west half of Section 27 aforesaid; thence west along the extension east and south line of said Lot 5 to the east line of South Michigan Avenue; thence south along the east line of South Michigan Avenue to the extension east of the north line of Lot 1 in the subdivision of the east half of Block 19 in said Canal Trustees Subdivision; thence west along the extension east, the north line and said north line extended west of said Lot 1 in Block 19 to the center line of South Wabash Avenue; thence along the said center line of South Wabash Avenue to the extension east of the south line of the north 87 feet of Block 7 in said Canal Trustees Subdivision; thence west along the extension east and the south line of the said north 87 feet of Block 7 to the west line of the east 197.4 feet of said Block 7; thence south along the said west line of the east 197.4 feet of said Block 7 to the north line of Block 20 in said Canal Trustees Subdivision; thence west along the said north line of Block 20 to the east line of the C.T.A. elevated railroad; thence south along said east line to a line 100 feet north and parallel with the north line of East 23rd Street; thence west along last described parallel line to the west line of the northwest quarter of said Section 27, (said west line following within South State Street); thence north along said west line of the northwest quarter of said Section 27 and along the west line of the southwest quarter of Section 22 aforesaid to the center line of East 21st Street; thence east along the said center line of East 21st Street to the place of beginning, all in the City of Chicago, Cook County, Illinois. Also, including within the above described perimeter is a tract of land consisting of:

**Parcels:****Parcel 1:**

The south 25 feet of Lot 2 and all of Lots 3 to 22, both inclusive, and including those parts of the east half of South State Street, the west half of South Wabash Avenue, the north half of East 22nd Street, and the public alleys adjoining and accruing to the aforesaid lots, all in Block 28 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

**Parcel 2:**

Lots 6 to 18, both inclusive, and the south 30 feet of Lot 19, and including those parts of the east half of South Wabash Avenue, the west half of South Michigan Avenue, the north half of East 22nd Street and the public alleys adjoining and accruing to the aforesaid lots, all in Block 27 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

**Parcel 3:**

Lots 3 to 11, both inclusive, and the south 25 feet of Lot 12 and including those parts of the east half of South Michigan, the west half of South Indiana, the north half of East 22nd Street and the north and south 18-foot public alley adjoining and accruing to the aforesaid lots, all in Block 26 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

**Parcel 4:**

Lots 3 to 15, both inclusive, and including those parts of the east half of South Indiana Avenue, the west half of South Prairie Avenue, the north half of 22nd Street, Cottage Grove Avenue and the north and south 18-foot public alley adjoining and accruing to the aforesaid lots, all in Block 25 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

**Parcel 5:**

Lots 1 to 18, both inclusive, and including those parts of the east half of South Prairie Avenue, the west half of South Calumet Avenue, the north half of 22nd Street and the north and south 18-foot vacated public alley adjoining and accruing to the aforesaid lots, all in Block 24 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of

the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 6:

Block 1 (excepting that part thereof lying northeasterly of the southwesterly line of Silverton Way and excepting that part thereof taken and used for street purposes), including the east half of South Calumet Avenue lying west and adjoining, and all of Silverton Way easterly of and adjoining, all in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 7:

Lots 1, 2, 3 and the north half of Lot 4 including the east half of South Calumet Avenue lying west and adjoining, and all of Silverton Way easterly of and adjoining, all in the Assessor's Division of Blocks 13 and 14 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 8:

Lots 1 to 11, both inclusive, including those parts of the west half of Calumet Avenue, the east half of South Prairie and 22nd Street adjoining and accruing to the aforesaid lots, all in the Assessor's Division of Blocks 2, 12 and 15 (except the east half of the south 120 feet of Block 15) in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 9:

Lots 3 to 7, both inclusive, (excepting that part of Lots 3 and 7 taken and used for street purposes), including those parts of the west half of South Prairie Avenue and 22nd Street adjoining and accruing to the aforesaid lots, all in Hale's Subdivision of Lots 1 and 2 in Block 3 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 10:

The east 150 feet of that part of Gould's Subdivision of Block 3 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, lying west of the west line of Hale's Subdivision of Lots 1 and 2 in Block 3 aforesaid, lying north of the north line of

the east and west public alley, (excepting that part thereof taken and used for street purposes) including those parts of Cottage Grove Avenue and 22nd Street adjoining and accruing thereof.

**Parcel 11:**

Block 10 (excepting those parts thereof taken and used for street purposes), including those parts of Cottage Grove Avenue, 22nd Street and the east half of South Indiana Avenue, adjoining and accruing to aforesaid Block 10 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 12:**

Lots 10 and 11, including those parts of Cottage Grove Avenue and the east half of South Indiana Avenue, adjoining and accruing to aforesaid lots in subdivision of Block 17 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 13:**

Lots 2, 3 and 4 (excepting that part of said Lot 2 taken and used for street purposes), including those parts of the east half of South Michigan Avenue, 22nd Street, north and south 20-foot alley adjoining and accruing to aforesaid lots in Assessor's Division of the west part of Block 4 of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian and the north 185 feet of Block 40 in Canal Trustees Subdivision of the west half of Section 27 aforesaid and the north one-third of Block 20 of fractional Section 15 Addition in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 14:**

That part of 22nd Street lying north of and adjoining to the east part of Block 4 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 15:**

Lots 1 to 18, both inclusive (excepting that part thereof taken and used for street purposes), including those parts of the west half of South Michigan Avenue, the east half of South Wabash Avenue, 22nd Street, and public alley adjoining and accruing to the aforesaid lots, in the Assessor's Division of the north half of Block 5 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East

of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 16:**

Lots 1 to 6, both inclusive, including those parts of the west half of South Michigan Avenue, the east half of South Wabash Avenue and the public alley adjoining and accruing to the aforesaid lots in William L. Butterfield's Subdivision of the west half of the south half and the north 25.25 feet of the south half of the east half of Block 5 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 17:**

The south half of the east half, (excepting the north 25.25 feet thereof), of Block 5, including that part of the west half of South Michigan Avenue adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 18:**

Block 8, including those parts of the west half of South Michigan Avenue and the east half of South Wabash Avenue adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 19:**

Block 6, (excepting those parts taken and used for street purposes), including those parts of the west half of Wabash Avenue, 22nd Street and State Street adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 20:**

Block 7, (except the south 112.83 feet of the east 197.4 feet, also excepting that part taken and used for street purposes), including those parts of the west half of South Wabash Avenue and State Street adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 21:

The west 185.75 feet, (except the south 100 feet thereof and excepting that part taken and used for street purposes) of Block 20, including that part of State Street adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

*(Sub)Exhibit 5.*

*Criteria For Qualification.*

The R.P.A. was evaluated to determine the presence or absence of appropriate qualifying factors listed in the Act.

According to Section 11-74.4-3 of the Act (in pertinent part), a "blighted area" means:

Any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where, if improved, industrial, commercial and residential buildings or improvements, because of a combination of 5 or more of the following factors: age; dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; lack of community planning is detrimental to the public safety, health, morals or welfare, or if vacant, the sound growth of the taxing district is impaired by, (1) a combination of 2 or more of the following factors: obsolete platting of the vacant land; diversity of ownership of such land; tax and special assessment delinquencies on such land; flooding on all or part of such vacant land; deterioration of structures or site improvements in neighboring areas adjacent to the vacant land, or (2) the area immediately prior to becoming vacant qualified as a blighted improved area, or (3) the area consists of an unused quarry or unused quarries, or (4) the area consists of unused railyards; rail tracks or railroad rights-of-way, or (5) the area, prior to its designation, is subject to chronic flooding which adversely impacts on real property in the area and such flooding is substantially caused by one or more improvements in or in proximity to the area which improvements have been in existence for at least 5 years, or (6) the area consists of an unused disposal site, containing earth, stone, building debris or similar material, which were removed from construction, demolition, excavation or dredge sites, or (7) the area is not less than 50 nor more than 100 acres and 75% of which is vacant, notwithstanding the fact that such area has been used for commercial or agricultural purposes within 5 years prior to the

designation of the redevelopment project area, and which area meets at least one of the factors itemized in provision (1) of this subsection (a), and the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.

The criteria listed in the Act were defined for purposes of the analysis are as follows:

1. **Age.** Simply the time which has passed since building construction was completed.
2. **Illegal Use of Structure.** The presence on the property of illegal uses or activities.
3. **Structures Below Minimum Code Standards.** Lack of conformance with local code standards of building, fire, housing, zoning, subdivision or lack of conformance with other applicable governmental codes.
4. **Excessive Vacancies.** When the occupancy or use level of the building is low for frequent or lengthy periods so as to represent an adverse area influence.
5. **Lack of Ventilation, Light or Sanitary Facilities.** Conditions which would negatively influence the health and welfare of building users.
6. **Inadequate Utilities.** Deficiencies in sewer, water supply, storm drainage, electricity, streets or other necessary site services.
7. **Dilapidation.** The condition where the safe use of the building is seriously impaired, as evidenced by substandard structural conditions; this is an advanced stage of deterioration.
8. **Obsolescence.** When the structure has become or will soon become ill- suited for the originally designed use.
9. **Deterioration.** A condition where the quality of the building has declined in terms of structural integrity and/or building systems due to lack of investment, misuse or age.
10. **Overcrowding of Structures and Community Facilities.** A level of use beyond a designed or legally permitted level.
11. **Excessive Land Coverage.** Site coverage of an unacceptably high level.
12. **Deleterious Land Use or Layout.** Inappropriate property use or plotting, or other negative influences not otherwise covered, which discourages investment in a property.



13. **Depreciation of Physical Maintenance.** Decline in property maintenance which leads to building degeneration, health and safety hazards, unattractive nuisances, unsightliness, property value decline and area distress.
14. **Lack of Community Planning.** Deficiency in local direction of growth, development or redevelopment in order to maintain or enhance the viability of the area or community.

#### Methodology.

The R.P.A. has been evaluated in its qualification as a "blighted area" on an area-wide basis. The R.P.A. has been evaluated according to the appropriate qualification features listed in the Act as defined above.

#### Obsolescence.

The area contains single and multi-story buildings which are obsolete by current standards for more intensive commercial reuse. There is a prevalence of vandalism, graffiti and disrepair and deferred maintenance of both structures and sidewalks. As a result, the physical appearance of the area is poor.

#### Depreciation Of Physical Maintenance.

A majority of the structures within the area exhibit signs of depreciation of physical maintenance. Numerous structures require tuckpointing, roof work, window work, painting, et cetera. Also, many structures have been vacant or partially occupied with a consequence of minimal maintenance work. The continued lack of a comprehensive, sustained maintenance program may lead to further decline of the area's appearance.

#### Inadequate Utilities.

Inadequate utilities, such as sidewalks, streets, alleys and curbs, make it difficult to flow both people and goods to points within and around the area. Existing utilities may need to be substantially improved in order to accommodate commercial and industrial users at locations within the R.P.A.

**Deleterious Land Use Or Layout.**

Deleterious land use or layout is located throughout the area and such layout does not encourage further industrial or commercial redevelopment. Land uses would need to be modified significantly in order to accommodate new uses. Many sites were designed for specific users and are currently vacant or partially occupied.

**Deterioration.**

There are structures in the R.P.A. that are deteriorating, whereby major rehabilitation of various structural elements such as exterior walls, roofs and foundation is warranted. Some are in need of repair due to decay, deterioration and neglect or misuse to such an extent as to warrant removal to protect the public health, safety, welfare or property values.

**Excessive Vacancies.**

There are many structures and sites within the R.P.A. that have experienced growing vacancy rates during the last fifteen (15) years. Many of the lots are being used for temporary parking and are full of debris. Some properties have been abandoned and lack maintenance, therefore, contributing to the unsightliness of the area.

In addition to the factors described above, existence of structures below minimum code, lack of community planning and the age factor are also present in a number of the blocks within the area.

---

**DESIGNATION OF MICHIGAN-CERMAK AREA AS REDEVELOPMENT  
PROJECT AREA PURSUANT TO TAX INCREMENT  
ALLOCATION REDEVELOPMENT ACT.**

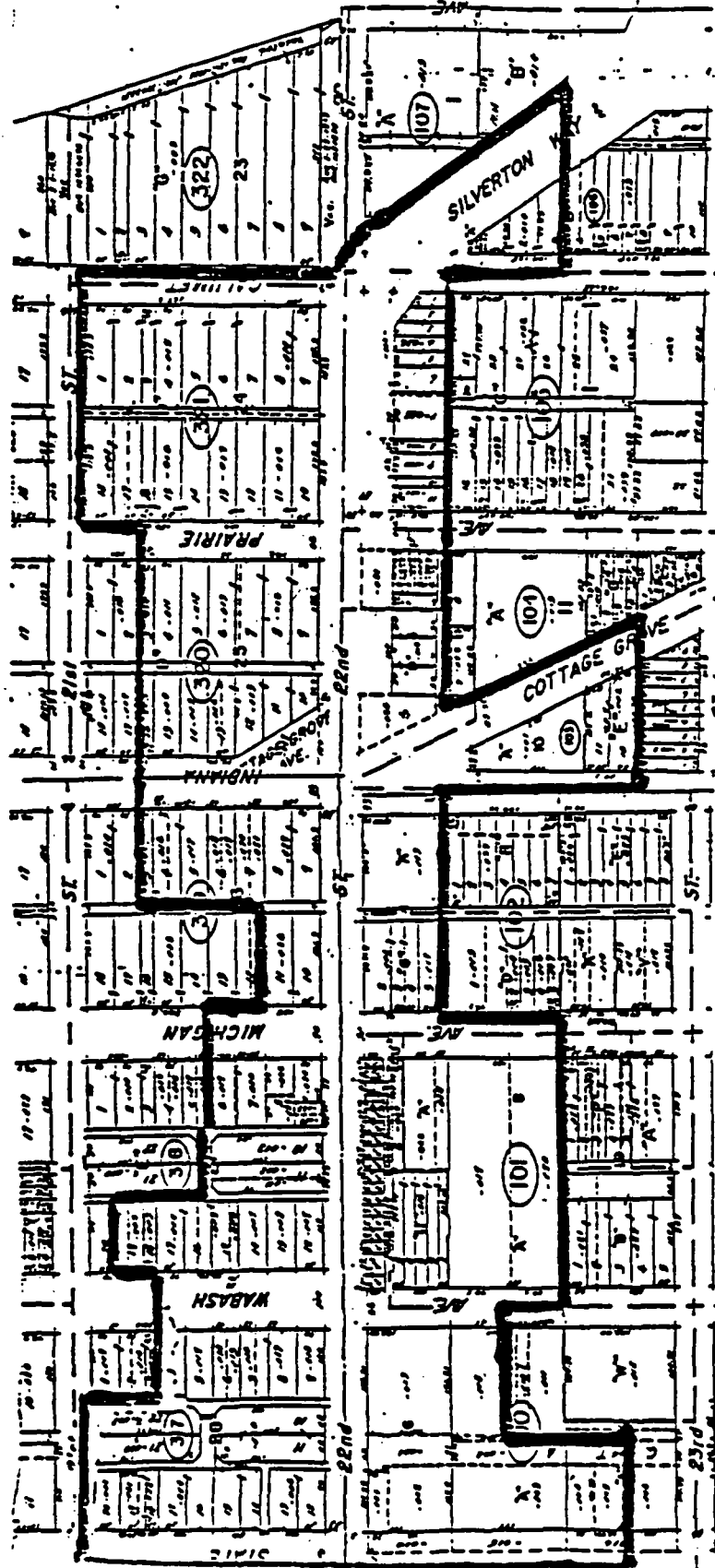
The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

(Continued on page 4180)

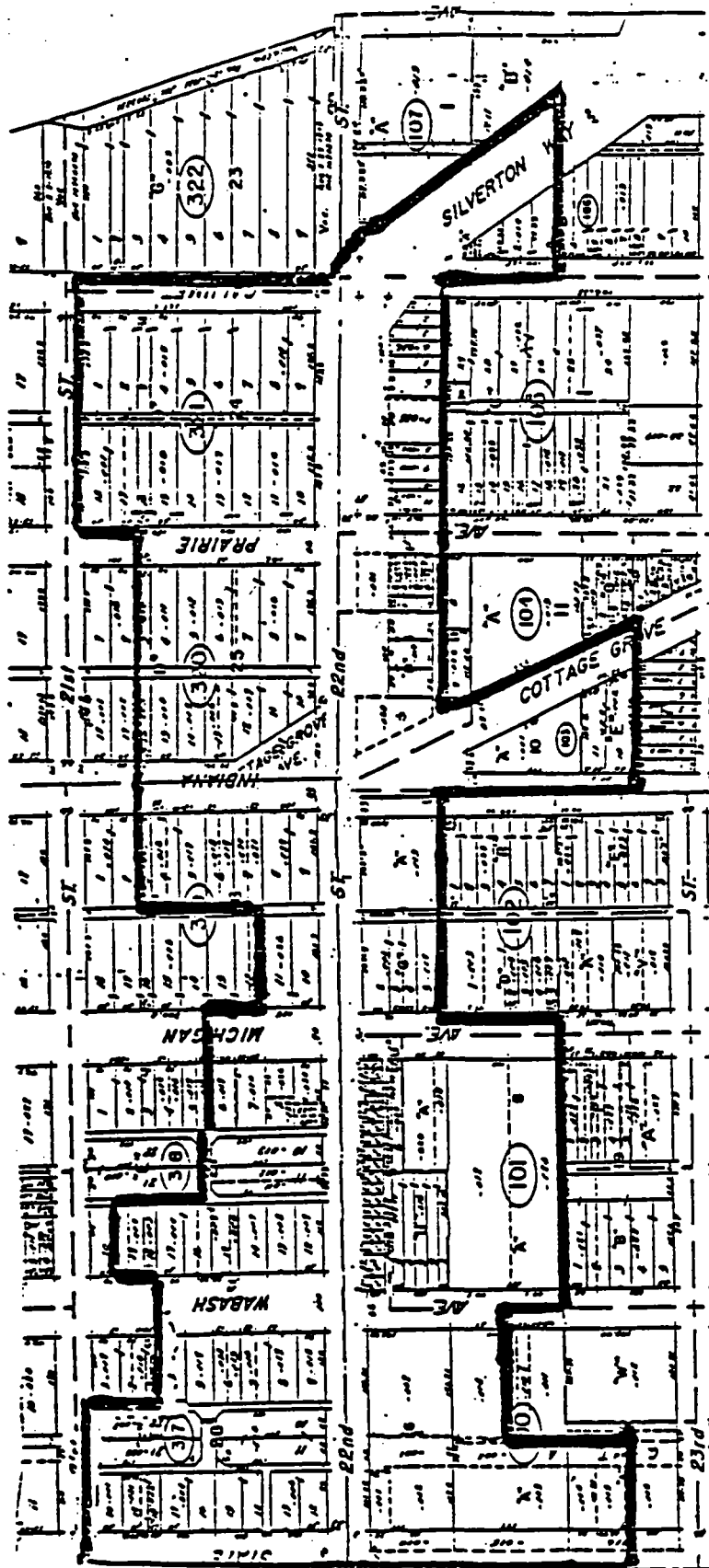
Exhibit C.

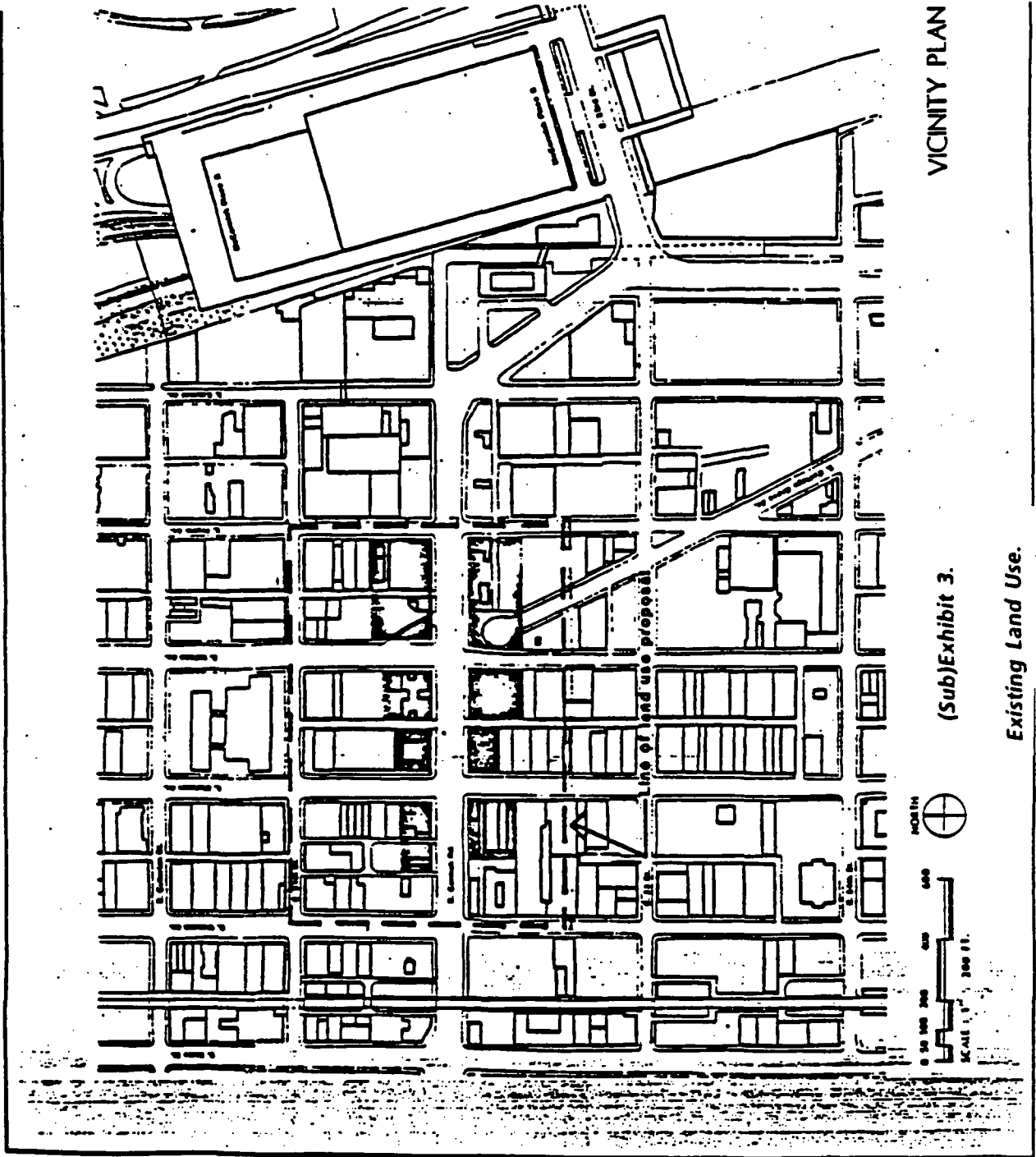
Boundary Map.

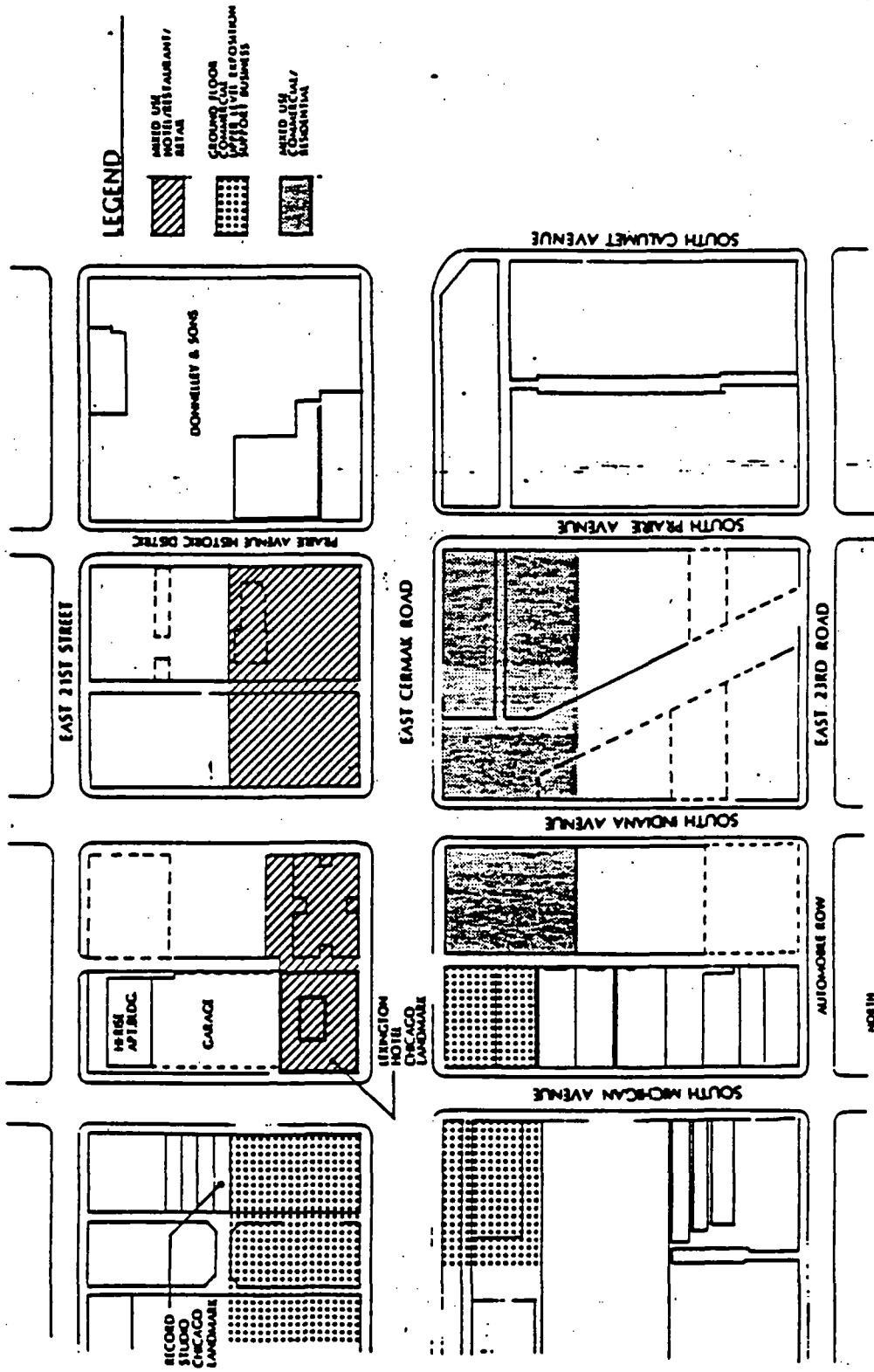


(Sub)Exhibit 2.

Boundary Map.







**LEGEND**

- MIXED USE HOTEL/RESTAURANT/RETAIL
- GROUND FLOOR COMMERCIAL WITH RESIDENTIAL ABOVE
- MIXED USE RETAIL/EDUCATION

(Sub)Exhibit 4.  
Proposed Land Use.



(Continued from page 4175)

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

Your Committee on Finance, having had under consideration an ordinance authorizing the designation of the Michigan-Cermak area as a Redevelopment Project Area, 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"), for a proposed redevelopment plan and redevelopment project (the "Plan" and "Project") within the municipal boundaries of the Municipality and within a proposed redevelopment project area (the "Area") described in Section 1 of this ordinance; and

WHEREAS, The Corporate Authorities have heretofore by ordinance adopted and approved the Plan and Project, which Plan and Project were identified in such ordinance and were the subject, along with the Area designation hereinafter made, of a public hearing held on August 22, 1989, and it is now necessary and desirable to designate the Area as a redevelopment project area pursuant to the Act; now, therefore,

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

**SECTION 1. Area Designated.** The Area, as described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference, is hereby designated as a redevelopment project area pursuant to Section 11-74.4-4 of the Act. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

**SECTION 2. Invalidity of Any Section.** If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

**SECTION 3. Superceder and Effective Date.** All ordinances resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict and this ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

[Exhibit "C" attached to this ordinance printed  
on page 4189 of this Journal.]

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

*Exhibit "A".*

*Redevelopment Project Area*

*Legal Description.*

That part of the southwest quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian and part of the northwest quarter of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian bounded and described as follows:

Commencing at the intersection of the east line, extended north of South State Street and the center line of East 21st Street; thence south along said east line, extended north of South State Street to the northwest corner of Lot 20 in Block 28 in Gurley's Subdivision of Blocks 24 to 28 in Assessor's Division of the southwest fractional quarter of Section 22, aforesaid; (said northwest corner of Lot 20, being a point in the south line of said East 21st Street); thence east along said south line of East 21st Street to the northwest corner of Lot 1 in said Block 28 in Gurley's Subdivision



aforsaid; thence south along the west line of said Lot 1 and the west line of Lot 2 in said Block 28 in Gurley's Subdivision aforsaid to the northwest corner of the south 25 feet of said Lot 2; thence east along the north line and said north line extended east of the said south 25 feet of Lot 2 to the east line of South Wabash Avenue, (said east line of South Wabash Avenue, being the west line of Block 27 in Gurley's Subdivision aforsaid); thence north along said east line of South Wabash Avenue to the north line of the south 30 feet of Lot 19 in said Block 27; thence east along the north line and said north line extended east of said south 30 feet of Lot 19 to the center line of 12 feet of the north and south public alley, east of and adjoining said Lot 19; thence south along the center line of said 12 feet of the north and south alley to the center line, and said center line extended east of the east and west 25.8 feet alley; thence east along center line, and said center line extended east and west of said 25.8 feet alley to the west line of Lot 5 in said Block 27; thence south along said west line of Lot 5 to the northwest corner of Lot 6 in said Block 27; thence east along the north line and said north line extended east of said Lot 6 to the east line of South Michigan Avenue, (said east line of South Michigan being the west line of Block 26 in Gurley's Subdivision aforsaid); thence south along the east line of South Michigan Avenue to the north line of the south 25 feet of Lot 12 in said Block 26; thence east along the north line and said north line extended east of the said south 25 feet of Lot 12 to the center line of the 18 feet north and south alley; thence north along said center line of the 18 feet north and south alley to the north line, extended west of Lot 3 in said Block 26; thence east along the north line and said north line extended east and west of the said north line of Lot 3 to the east line of South Indiana Avenue, (said east line of Indiana Avenue being the west line of Block 25 in Gurley's Subdivision aforsaid); thence north along the east line of South Indiana Avenue to the north line of Lot 15 in said Block 25; thence east along the north line and said north line extended east of said Lot 15 to the east line of north and south 18 feet public alley; thence north along said east line to the north line of the south 24.8 feet of Lot 3 in said Block 25; thence east along said north line and said north line extended east to the east line of South Prairie Avenue, (said east line of South Prairie Avenue being the west line of Block 24 in Gurley's Subdivision aforsaid); thence north along the east line of South Prairie Avenue to the northwest corner of Lot 18 in said Block 24; thence east along the north line and said north line extended east of said Lot 18 and the north line and said north line extended east of Lot 1 in said Block 24 to the center line of South Calumet Avenue; thence south along said center line and said center line extended south of South Calumet Avenue to the north line of the northwest quarter of Section 27 aforsaid; (said north line of the northwest quarter of Section 27, following within East 22nd Street, Cermak Road); thence east along the north line of the northwest quarter of Section 27 to the northeasterly line of Silverton Way; thence southeasterly along the said northeasterly line of Silverton Way to the extension east of the northerly line of the north half of Lot 4 in Assessors Division on Blocks 13 and 14 of Canal Trustees Subdivision of the west half of Section 27 aforsaid; thence west along the said extended east of the north line, and along the north line and said north line extended west of the north half of Lot 4 to the west line of South Calumet Avenue; thence north along said west line of South Calumet Avenue to the north line of a 15-foot east and west alley, said point being the southeast corner of Lot 1 in Assessors Division of Blocks 2, 12 and 15 (except the east half of the south 120 feet of Block 15) in said Canal Trustees Subdivision of the west

half of Section 27 aforesaid; thence west along said north line and said north line extended west of said 15-foot east and west alley to the west line of South Prairie Avenue; thence north along the said west line of South Prairie Avenue to the southeast corner of Lot 6 in Hole's Subdivision of Lots 1 and 2 in Block 3 in said Canal Trustees Subdivision; thence west along the south line and said south line extended west of said Lot 6 to the extension north of the west line of Lot 7 in Goold's Subdivision of Block 3 in said Canal Trustees Subdivision; thence south along the extension north and the west line of said Lot 7 to the northeasterly line of Cottage Grove Avenue; thence southeasterly along the said northeasterly line of Cottage Grove Avenue to the extension east of the south line of Lot 10 in the subdivision of Block 17 in said Canal Trustees Subdivision; thence west along the extension east of the south line and said south line extended west of said Lot 10 to the center line of South Indiana Avenue; thence north along the said center line of Indiana Avenue to the northeast corner of Lot 1 in the subdivision of Block 9 in said Canal Trustees Subdivision; thence west along the said north line of Lot 1 to the east line of a north and south 20 feet public alley east and adjoining Lots 2, 3, 4 and 5 in Assessors Division of the north one-third of Block 20 of fractional Section 15 Addition in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian and the north 185 feet of Block 40 in Canal Trustees Subdivision aforesaid and the west part of Block 4 of the west half of Section 27 aforesaid; thence west along the extension east and the south line of said Lot 5 to the east line of South Michigan Avenue; thence south along the east line of South Michigan Avenue to the extension east of the north line of Lot 1 in the subdivision of the east half of Block 19 in said Canal Trustees Subdivision; thence west along the extension east of the north line and said north line extended west of said Lot 1 in Block 19 to the center line of South Wabash Avenue; thence along the said center line of South Wabash Avenue to the extension east of the south line of the north 87 feet of Block 7 in said Canal Trustees Subdivision; thence west along the extension east and the south line of the said north 87 feet of Block 7 to the west line of the east 197.4 feet of said Block 7; thence south along the said west line of the east 197.4 feet of said Block 7 to the north line of Block 20 in said Canal Trustees Subdivision; thence west along the said north line Block 20 to the east line of the C.T.A. elevated railroad; thence south along said east line to a line 100 feet north and parallel with the north line East 23rd Street; thence west along last described parallel line to the west line of the northwest quarter of said Section 27 (said west line following within South State Street); thence north along said west line of the northwest quarter of said Section 27 and along the west line of the southwest quarter of Section 22 aforesaid to the center line of East 21st Street; thence east along the said center line of East 21st Street to the place of beginning, all in the City of Chicago, Cook County, Illinois. Also, including within the above described perimeter is a tract of land consisting of:

Parcels:

Parcel 1:

The south 25 feet of Lot 2 and all of Lots 3 to 22, both inclusive, and including those parts of the east half of South State Street, the west half of South Wabash Avenue, the north half of East 22nd Street, and the public alleys adjoining and accruing to the

aforesaid lots, all in Block 28 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

**Parcel 2:**

Lots 6 to 18, both inclusive, and the south 30 feet of Lot 19, and including those parts of the east half of South Wabash Avenue, the west half of South Michigan Avenue, the north half of East 22nd Street and the public alleys adjoining and accruing to the aforesaid lots, all in Block 27 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

**Parcel 3:**

Lots 3 to 11, both inclusive, and the south 25 feet of Lot 12 and including those parts of the east half of South Michigan, the west half of South Indiana, the north half of East 22nd Street and the north and south 18-foot public alley adjoining and accruing to the aforesaid lots, all in Block 26 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the south- west fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

**Parcel 4:**

Lots 3 to 15, both inclusive, and including those parts of the east half of South Indiana Avenue, the west half of South Prairie Avenue, the north half of 22nd Street, Cottage Grove Avenue and the north and south 18-foot public alley adjoining and accruing to the aforesaid lots, all in Block 25 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

**Parcel 5:**

Lots 1 to 18, both inclusive, and including those parts of the east half of South Prairie Avenue, the west half of South Calumet Avenue, the north half of 22nd Street and the north and south 18-foot vacated public alley adjoining and accruing to the aforesaid lots, all in Block 24 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

**Parcel 6:**

Block 1 (excepting that part thereof lying northeasterly of the southwesterly line of Silverton Way and excepting that part thereof taken and used for street purposes),

including the east half of South Calumet Avenue lying west and adjoining, and all of Silvertown Way easterly of and adjoining, all in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

**Parcel 7:**

Lots 1, 2, 3 and north half of Lot 4 including the east half of South Calumet Avenue lying west and adjoining, and all of Silvertown Way easterly of and adjoining, all in the Assessor's Division of Blocks 13 and 14 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 8:**

Lots 1 to 11, both inclusive, including those parts of the west half of Calumet Avenue, the east half of South Prairie and 22nd Street adjoining and accruing to the aforesaid lots, all in the Assessor's Division of Blocks 2, 12 and 15 (except the east half of the south 120 feet of Block 15) in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 9:**

Lots 3 to 7, both inclusive, (excepting that part of Lots 3 and 7 taken and used for street purposes), including those parts of the west half of South Prairie Avenue and 22nd Street adjoining and accruing to the aforesaid lots, all in Hale's Subdivision of Lots 1 and 2 in Block 3 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 10:**

The east 150 feet of that part of Gould's Subdivision of Block 3 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, lying west of the west line of Hale's Subdivision of Lots 1 and 2 in Block 3 aforesaid, lying north of the north line of the east and west public alley. (Excepting that part thereof taken and used for street purposes) including those parts of Cottage Grove Avenue and 22nd Street adjoining and accruing thereto.

**Parcel 11:**

Block 10 (excepting those parts thereof taken and used for street purposes), including

those parts of Cottage Grove Avenue, 22nd Street and the east half of South Indiana Avenue, adjoining and accruing to aforesaid Block 10 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 12:**

Lots 10 and 11, including those parts of Cottage Grove Avenue and the east half of South Indiana Avenue, adjoining and accruing to aforesaid lots in subdivision of Block 17 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 13:**

Lots 2, 3 and 4 (excepting that part of said Lot 2 taken and used for street purposes), including those parts of the east half of South Michigan Avenue, 22nd Street, north and south 20-foot alley adjoining and accruing to aforesaid lots in Assessor's Division of the west part of Block 4 of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian and the north 185 feet of Block 40 in Canal Trustees Subdivision of the west half of Section 27 aforesaid and the north one-third of Block 20 of fractional Section 15 Addition in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 14:**

That part of 22nd Street lying north of and adjoining to the east part of Block 4 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 15:**

Lots 1 to 18, both inclusive (excepting that part thereof taken and used for street purposes), including those parts of the west half of South Michigan Avenue, the east half of South Wabash Avenue, 22nd Street, and public alley adjoining and accruing to the aforesaid lots, in the Assessor's Division of the north half of Block 5 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 16:**

Lots 1 to 6, both inclusive, including those parts of the west half of South Michigan Avenue, the east half of South Wabash Avenue and the public alley adjoining and accruing to the aforesaid lots in William L. Butterfield's Subdivision of the west half

of the south half and the north 25.25 feet of the south half of the east half of Block 5 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 17:**

The south half of the east half (excepting the north 25.25 feet thereof), of Block 5, including that part of the west half of South Michigan Avenue adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 18:**

Block 8, including those parts of the west half of South Michigan Avenue and the east half of South Wabash Avenue adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 19:**

Block 6 (excepting those parts taken and used for street purposes), including those parts of the west half of Wabash Avenue, 22nd Street and State Street adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 20:**

Block 7 (except the south 112.83 feet of the east 197.4 feet, also excepting that part taken and used for street purposes), including those parts of the west half of South Wabash Avenue and State Street adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 21:**

The west 185.75 feet (except the south 100 feet thereof and excepting that part taken and used for street purposes) of Block 20, including that part of State Street adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

*Exhibit "B".*

The Michigan-Cermak Redevelopment Project Area is generally bounded by East 21st Street on the north, South Calumet and Martin Luther King Drive on the east, East 23rd Street on the south and South State Street on the west.

---

ADOPTION OF TAX INCREMENT ALLOCATION FINANCING FOR  
MICHIGAN-CERMAK REDEVELOPMENT TAX INCREMENT  
FINANCING PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the adoption of Tax Increment Financing for the Michigan-Cermak Redevelopment Tax Increment Financing 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,

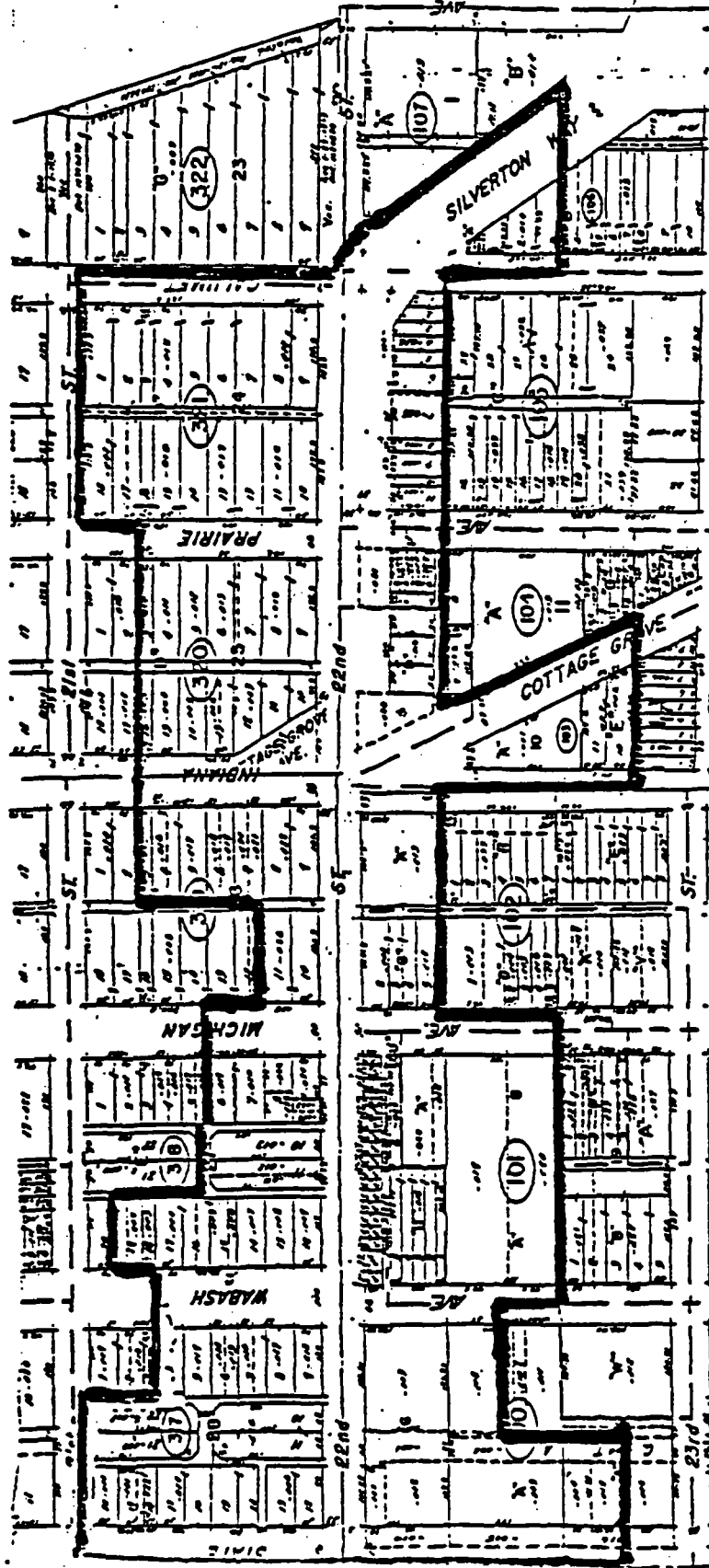
(Signed) EDWARD M. BURKE,  
*Chairman.*

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

(Continued on page 4190)

Exhibit C.

Boundary Map.





(Continued from page 4188)

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to adopt tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"); and

WHEREAS, The Municipality has heretofore adopted by ordinance a redevelopment plan (the "Plan") and redevelopment project (the "Project") as required by the Act, and has heretofore designated by ordinance a redevelopment project area (the "Area") as required by the Act, and has otherwise complied with all other conditions precedent required by the Act; now, therefore,

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

SECTION 1. Tax Increment Financing Adopted. Tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in the Plan and the Project within the Area as described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

SECTION 2. Allocation of Ad Valorem Taxes. Pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act each year after the effective date of this ordinance until the Project costs and obligations issued in respect thereto have been paid shall be divided as follows:

a. That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Area shall be allocated to, and when collected, shall be paid by the county collector to respective affected taxing districts in the manner required by law, in the absence of the adoption of tax increment allocation financing.

b. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Area over and above the initial equalized assessed value of each property in the Area shall be allocated to and when collected shall be paid to the municipal treasurer who shall deposit said taxes into a special fund, hereby created, and designated the "1989 Michigan-Cermak Redevelopment Project Area Special Tax Allocation Fund" of the Municipality and such taxes be used for the purpose of paying Project costs and obligations incurred in the payment thereof.

SECTION 3. Invalidation of Any Section. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or provisions shall not affect any of the remaining provisions of this ordinance.

SECTION 4. Superceder and Effective Date. All ordinances resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict and this ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

[Exhibit "C" attached to this ordinance printed  
on page 4199 of this Journal.]

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

*Exhibit "A".*

*Redevelopment Project Area*

*Legal Description.*

That part of the southwest quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian and part of the northwest quarter of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian bounded and described as follows:

Commencing at the intersection of the east line, extended north of South State Street and the center line of East 21st Street; thence south along said east line, extended north of South State Street to the northwest corner of Lot 20 in Block 28 in Gurley's Subdivision of Blocks 24 to 28 in Assessor's Division of the southwest fractional quarter of Section 22, aforesaid; (said northwest corner of Lot 20, being a point in the south line of said East 21st Street); thence east along said south line of East 21st

Street to the northwest corner of Lot 1 in said Block 28 in Gurley's Subdivision aforesaid; thence south along the west line of said Lot 1 and the west line of Lot 2 in said Block 28 in Gurley's Subdivision aforesaid to the northwest corner of the south 25 feet of said Lot 2; thence east along the north line and said north line extended east of the said south 25 feet of Lot 2 to the east line of South Wabash Avenue, (said east line of South Wabash Avenue, being the west line of Block 27 in Gurley's Subdivision aforesaid); thence north along said east line of South Wabash Avenue to the north line of the south 30 feet of Lot 19 in said Block 27; thence east along the north line and said north line extended east of said south 30 feet of Lot 19 to the center line of the 12 feet of the north and south public alley, east of and adjoining said Lot 19; thence south along the center line of said 12 feet of the north and south alley to the center line, and said center line extended east of the east and west 25.8 feet alley; thence east along center line, and said center line extended east and west of said 25.8 feet alley to the west line of Lot 5 in said Block 27; thence south along said west line of Lot 5 to the northwest corner of Lot 6 in said Block 27; thence east along the north line and said north line extended east of said Lot 6 to the east line of South Michigan Avenue, (said east line of South Michigan being the west line of Block 26 in Gurley's Subdivision aforesaid); thence south along the east line of South Michigan Avenue to the north line of the south 25 feet of Lot 12 in said Block 26; thence east along the north line and said north line extended east of the said south 25 feet of Lot 12 to the center line of the 18 feet north and south alley; thence north along said center line of the 18 feet north and south alley to the north line, extended west of Lot 3 in said Block 26; thence east along the north line and said north line extended east and west of the said north line of Lot 3 to the east line of South Indiana Avenue, (said east line of Indiana Avenue being the west line of Block 25 in Gurley's Subdivision aforesaid); thence north along the east line of South Indiana Avenue to the north line of Lot 15 in said Block 25; thence east along the north line and said north line extended east of said Lot 15 to the east line of north and south 18 feet public alley; thence north along said east line to the north line of the south 24.8 feet of Lot 3 in said Block 25; thence east along said north line and said north line extended east to the east line of South Prairie Avenue, (said east line of South Prairie Avenue being the west line of Block 24 in Gurley's Subdivision aforesaid); thence north along the east line of South Prairie Avenue to the northwest corner of Lot 18 in said Block 24; thence east along the north line and said north line extended east of said Lot 18 and the north line and said north line extended east of Lot 1 in said Block 24 to the center line of South Calumet Avenue; thence south along said center line and said center line extended south of South Calumet Avenue to the north line of the northwest quarter of Section 27 aforesaid (said north line of the northwest quarter of Section 27, following within East 22nd Street, Cermak Road); thence east along the north line of the northwest quarter of Section 27 to the northeasterly line of Silverton Way; thence southeasterly along the said northeasterly line of Silverton Way to the extension east of the northerly line of the north half of Lot 4 in Assessors Division of Blocks 13 and 14 of Canal Trustees Subdivision of the west half of Section 27 aforesaid; thence west along the said line extended east line of the north line, and along the north line and said north line extended west of the north half of Lot 4 to the west line of South Calumet Avenue; thence north along said west line of South Calumet Avenue to the north line of a 15-

foot east and west alley, said point being the southeast corner of Lot 1 in Assessors Division of Blocks 2, 12 and 15 (except the east half of the south 120 feet of Block 15) in said Canal Trustees Subdivision of the west half of Section 27 aforesaid; thence west along said north line and said north line extended west of said 15-foot east and west alley to the west line of South Prairie Avenue; thence north along the said west line of South Prairie Avenue to the southeast corner of Lot 6 in Hole's Subdivision of Lots 1 and 2 in Block 3 in said Canal Trustees Subdivision; thence west along the south line and said south line extended west of said Lot 6 to the extension north of the west line of Lot 7 in Goold's Subdivision of Block 3 in said Canal Trustees Subdivision; thence south along the extension north of the west line of said Lot 7 to the northeasterly line of Cottage Grove Avenue; thence southeasterly along the said northeasterly line of Cottage Grove Avenue to the extension east of the south line of Lot 10 in the subdivision of Block 17 in said Canal Trustees Subdivision; thence west along the extension east of the south line and said south line extended west of said Lot 10 to the center line of South Indiana Avenue; thence north along the said center line of Indiana Avenue to the northeast corner of Lot 1 in the subdivision of Block 9 in said Canal Trustees Subdivision; thence west along the said north line of Lot 1 to the east line of a north and south 20-foot public alley east and adjoining Lots 2, 3, 4 and 5 in Assessors Division of the north one-third of Block 20 of fractional Section 15 Addition in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian and the north 185 feet of Block 40 in Canal Trustees Subdivision aforesaid and the west part of Block 4 of the west half of Section 27 aforesaid; thence west along the extension east of the south line of said Lot 5 to the east line of South Michigan Avenue; thence south along the east line of South Michigan Avenue to the extension east of the north line of Lot 1 in the subdivision of the east half of Block 19 in said Canal Trustees Subdivision; thence west along the extension east of the north line and said north line extended west of said Lot 1 in Block 19 to the center line of South Wabash Avenue; thence along the said center line of South Wabash Avenue to the extension east of the south line of the north 87 feet of Block 7 in said Canal Trustees Subdivision; thence west along the extension east of the south line of the said north 87 feet of Block 7 to the west line of the east 197.4 feet of said Block 7; thence south along the said west line of the east 197.4 feet of said Block 7 to the north line of Block 20 in said Canal Trustees Subdivision; thence west along the said north line of Block 20 to the east line of the C.T.A. elevated railroad; thence south along said east line to a line 100 feet north of and parallel with the north line of East 23rd Street; thence west along last described parallel line to the west line of the northwest quarter of said Section 27 (said west line following within South State Street); thence north along said west line of the northwest quarter of said Section 27 and along the west line of the southwest quarter of Section 22 aforesaid to the center line of East 21st Street; thence east along the said center line of East 21st Street to the place of beginning, all in the City of Chicago, Cook County, Illinois. Also, including within the above described perimeter is a tract of land consisting of:

**Parcels:****Parcel 1:**

The south 25 feet of Lot 2 and all of Lots 3 to 22, both inclusive, and including those parts of the east half of South State Street, the west half of South Wabash Avenue, the north half of East 22nd Street, and the public alleys adjoining and accruing to the aforesaid lots, all in Block 28 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

**Parcel 2:**

Lots 6 to 18, both inclusive, and the south 30 feet of Lot 19, and including those parts of the east half of South Wabash Avenue, the west half of South Michigan Avenue, the north half of East 22nd Street and the public alleys adjoining and accruing to the aforesaid lots, all in Block 27 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

**Parcel 3:**

Lots 3 to 11, both inclusive, and the south 25 feet of Lot 12 and including those parts of the east half of South Michigan, the west half of South Indiana, the north half of East 22nd Street and the north and south 18 foot public alley adjoining and accruing to the aforesaid lots, all in Block 26 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the south-west fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

**Parcel 4:**

Parcels 3 to 15, both inclusive, and including those parts of the east half of South Indiana Avenue, the west half of South Prairie Avenue, the north half of 22nd Street, Cottage Grove Avenue and the north and south 18-foot public alley adjoining and accruing to the aforesaid lots, all in Block 25 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

**Parcel 5:**

Lots 1 to 18, both inclusive, and including those parts of the east half of South Prairie Avenue, the west half of South Calumet Avenue, the north half of 22nd Street and the north and south 18-foot vacated public alley adjoining and accruing to the aforesaid lots, all in Block 24 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of

the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 6:

Block 1 (excepting that part thereof lying northeasterly of the southwesterly line of Silverton Way and excepting that part thereof taken and used for street purposes), including the east half of South Calumet Avenue lying west and adjoining, and all of Silverton Way easterly of and adjoining, all in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 7:

Lots 1, 2, 3 and north half of Lot 4 including the east half of South Calumet Avenue lying west and adjoining, and all of Silverton Way easterly of and adjoining, all in the Assessor's Division of Blocks 13 and 14 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 8:

Lots 1 to 11, both inclusive, including those parts of the west half of Calumet Avenue, the east half of South Prairie and 22nd Street adjoining and accruing to the aforesaid lots, all in the Assessor's Division of Blocks 2, 12 and 15 (except the east half of the south 120 feet of Block 15) in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 9:

Lots 3 to 7, both inclusive (excepting that part of Lots 3 and 7 taken and used for street purposes), including those parts of the west half of South Prairie Avenue and 22nd Street adjoining and accruing to the aforesaid lots, all in Hale's Subdivision of Lots 1 and 2 in Block 3 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 10:

The east 150 feet of that part of Gould's Subdivision of Block 3 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, lying west of the west line of Hale's Subdivision of Lots 1 and 2 in Block 3 aforesaid, lying north of the north line of

the east and west public alley (excepting that part thereof taken and used for street purposes) including those parts of Cottage Grove Avenue and 22nd Street adjoining and accruing thereto.

**Parcel 11:**

Block 10 (excepting those parts thereof taken and used for street purposes), including those parts of Cottage Grove Avenue, 22nd Street and the east half of South Indiana Avenue, adjoining and accruing to aforesaid Block 10 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 12:**

Lots 10 and 11, including those part of Cottage Grove Avenue and the east half of South Indiana Avenue, adjoining and accruing to aforesaid lots in subdivision of Block 17 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 13:**

Lots 2, 3 and 4 (excepting that part of said Lot 2 taken and used for street purposes), including those parts of the east half of South Michigan Avenue, 22nd Street, north and south 20-foot alley adjoining and accruing to aforesaid lots in Assessor's Division of the west part of Block 4 of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian and the north 185 feet of Block 40 in Canal Trustees Subdivision of the west half of Section 27 aforesaid and the north one-third of Block 20 of fractional Section 15 Addition in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 14:**

That part of 22nd Street lying north of and adjoining to the east part of Block 4 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 15:**

Lots 1 to 18, both inclusive (excepting that part thereof taken and used for street purposes), including those parts of the west half of South Michigan Avenue, the east half of South Wabash Avenue, 22nd Street, and public alley adjoining and accruing to the aforesaid lots, in the Assessor's Division of the north half of Block 5 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 16:**

Lots 1 to 6, both inclusive, including those parts of the west half of South Michigan Avenue, the east half of South Wabash Avenue and the public alley adjoining and accruing to the aforesaid lots in William L. Butterfield's Subdivision of the west half of the south half and the north 25.25 feet of the south half of the east half of Block 5 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 17:**

The south half of the east half, (excepting the north 25.25 feet thereof), of Block 5, including that part of the west half of South Michigan Avenue adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 18:**

Block 8, including those parts of the west half of South Michigan Avenue and the east half of South Wabash Avenue adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 19:**

Block 6 (excepting those parts taken and used for street purposes), including those parts of the west half of Wabash Avenue, 22nd Street and State Street adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 20:**

Block 7 (except the south 112.83 feet of the east 197.4 feet, also excepting that part taken and used for street purposes), including those parts of the west half of South Wabash Avenue and State Street adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 21:**

The west 185.75 feet (except the south 100 feet thereof and excepting that part taken and used for street purposes) of Block 20, including that part of State Street adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27,



Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

*Exhibit "B".*

The Michigan-Cermak Redevelopment Project Area is generally bounded by East 21st Street on the north, South Calumet and Martin Luther King Drive on the east, East 23rd Street on the south and South State Street on the west.

---

AUTHORIZATION FOR ISSUANCE OF TAX INCREMENT REVENUE  
OBLIGATIONS FOR LEXINGTON HOTEL PROJECT AND  
PROVISION FOR INTEREST SUBSIDY IN  
CONNECTION WITH PROJECT'S  
PRIVATE FUNDING.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration a resolution authorizing the City Comptroller and the Commissioner of the Department of Economic Development to undertake necessary actions for the issuance of Tax Increment Revenue Obligations for the Lexington Hotel Project which is located in the Michigan-Cermak Redevelopment Area and to provide for interest subsidy in connection with the project's private funding in the amount of \$6,500,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

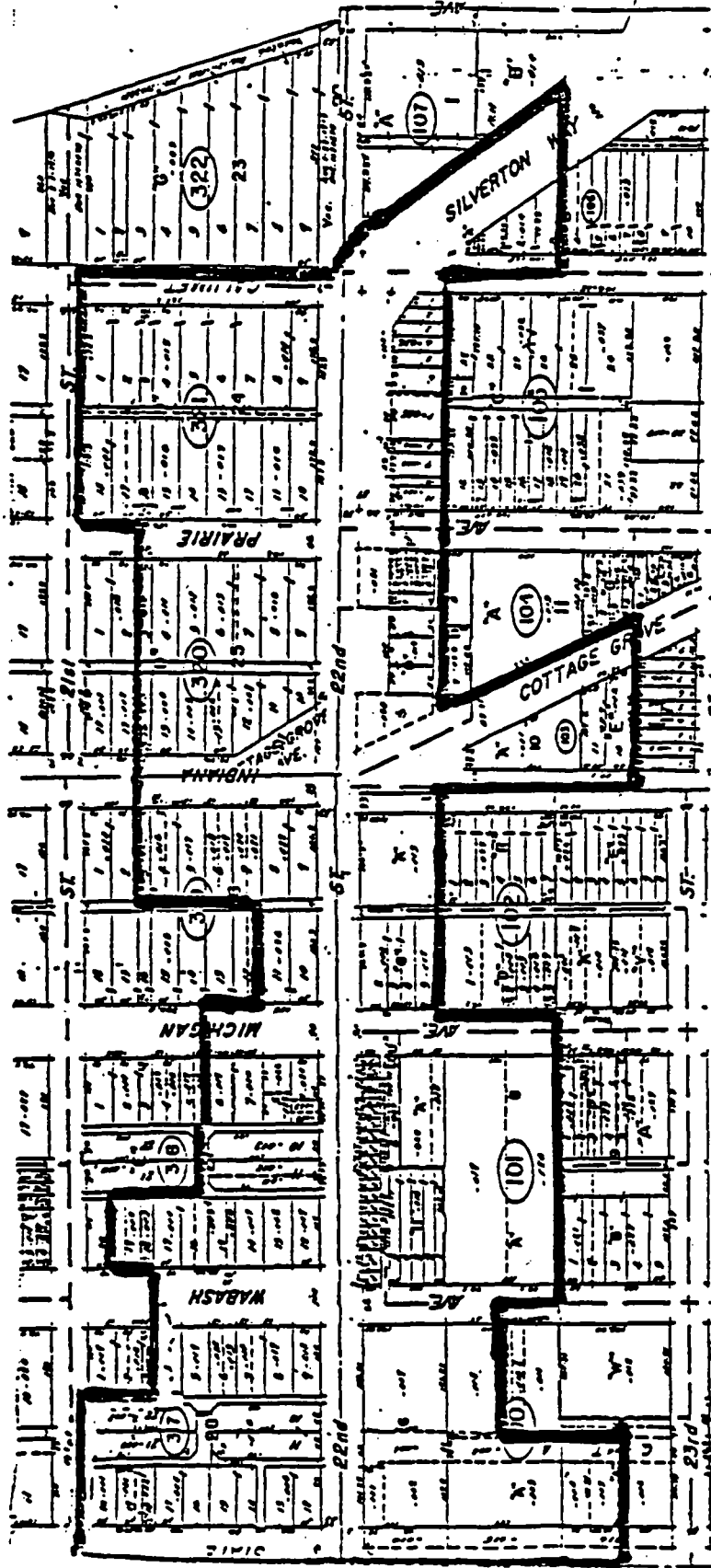
Respectfully submitted,

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

(Continued on page 4200)

Exhibit C.

Boundary Map.



(Continued from page 4198)

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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, It is the goal of the City of Chicago to promote successful development and redevelopment of all areas within its corporate limits; and

WHEREAS, The City recognizes that some areas are in need of special assistance in order to be provided with a reasonable opportunity to achieve successful development and redevelopment; and

WHEREAS, Tax Increment Financing assistance through the designation of a blighted or conservation Redevelopment Area as provided under State of Illinois law, is a significant way to provide special assistance to certain impacted areas; and

WHEREAS, The Michigan-Cermak Area has been designated by the City of Chicago as such a Redevelopment Area, making properties therein eligible for Tax Increment Allocation Financing assistance; and

WHEREAS, A request with the City of Chicago has been filed by Vilas Historic Partners, Ltd., an Illinois limited partnership, to assist it in efforts to rehabilitate the historic Lexington Hotel and an adjacent property into a hotel/retail complex and establish it as a flagship project to help spur additional economic revitalization of the Michigan-Cermak Redevelopment Area; and

WHEREAS, Vilas Historic Partners has requested assistance from the City of Chicago in the amount of \$5.5 million to assist in related rehabilitation and public improvement costs, and \$1 million in interest subsidies to help retire project debt provided that they meet requirements of the Tax Increment Allocation Redevelopment Act; and

WHEREAS, Such assistance being sought by Vilas Historic Partners, Ltd., has been made subject to receipt by the City of Chicago of an Urban Development Action Grant based on an application now pending with the U. S. Department of Housing and Urban Development; now, therefore,

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

SECTION 1. Subject to the provisions of the Tax Increment Allocation Redevelopment Act, the City Comptroller and the Commissioner of the Department of Economic Development are authorized to undertake such actions as are necessary to: a) issue tax increment revenue obligations or a redevelopment note in an amount not to exceed \$5,500,000 (net of capitalized interest and costs of issuance) for use in the Lexington Hotel project; and b) provide up to \$1,000,000 interest subsidy in connection with the private financing of the Lexington Hotel project, all as provided for in the Illinois Tax Increment Allocation Redevelopment Act and subject to the City of Chicago receiving an Urban Development Action Grant, on behalf of such project, from the U. S. Department of Housing and Urban Development.

SECTION 2. This authorization is subject to approval by the City Council of a final bond ordinance setting forth the amount of the bonds or note, the interest rate and such other bond or note financing provisions as deemed necessary by the City Comptroller and the Corporation Counsel.

SECTION 3. This resolution shall be in full force and effect upon passage.

---

EXECUTION OF ILLINOIS DEVELOPMENT ACTION GRANT  
(NUMBER 698-AG) AND REDEVELOPMENT/LOAN  
AGREEMENT WITH CHINESE AMERICAN  
DEVELOPMENT CORPORATION FOR  
CHINATOWN SQUARE PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 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 grant agreement and a redevelopment agreement between the City of Chicago and the Chinese American Development Corporation for the Chinatown Square Project in the amount of \$1,000,000, 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed on February 26, 1986, authorized the submission of an application to the Illinois Development Finance Authority for an Illinois Development Action Grant to promote private development and prevent the spread of blight in the Chinatown area of the City of Chicago; and

WHEREAS, In response to said application, the Illinois Development Finance Authority has approved Illinois Development Action Grant No. 698-AG which provides funds to the City which may be loaned to the Chinese American Development Corporation ("C.A.D.C.") in the amount of \$1,000,000 for the partial financing of the acquisition of land for the construction of commercial and residential facilities ("Chinatown Square Project"); now, therefore,

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

SECTION 1. The Mayor or Commissioner of the Department of Economic Development ("Commissioner") are each hereby authorized to enter into and execute on behalf of the City of Chicago, an Illinois Development Action Grant Agreement, or such other documentation as may be required by the Illinois Development Finance Authority, in the amount of \$1,000,000 for partial funding of the Chinatown Square Project.

SECTION 2. The Mayor or the Commissioner of the Department of Economic Development ("Commissioner") are each authorized to enter into and execute, on behalf of the City, a Redevelopment/Loan Agreement ("Agreement") by which the City will loan \$1,000,000 to the C.A.D.C., for the partial financing of acquisition of land which will be the site of the Chinatown Square Project. Such funds are to be loaned to C.A.D.C. in conformance with terms shown as Exhibit A, attached hereto.

SECTION 3. The Mayor or the Commissioner are each further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effectuate the terms and conditions of the Illinois Development Action Grant No. 698-AG and the Agreement.

SECTION 4. This ordinance shall be effective by and from the date of its passage.

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

*Exhibit "A"*

Developer: Chinese American Development Corporation ("C.A.D.C.") an Illinois not-for-profit corporation.

Loan Amount: \$1,000,000.

Term: A period of time ending with loan maturity at the earlier of:

- a) the sale of 80% of the commercial units to be constructed by C.A.D.C. as part of the Chinatown Square Project; or
- b) seven (7) years from the date of closing of the loan of the I.D.A.G. proceeds.

Interest: Until maturity, 3% per annum for the first 2 years, 4% per annum for the second 2 years and 5% per annum thereafter.

Repayment: Interest is payable monthly with principal and accrued interest payable at maturity.

---

EXECUTION OF ILLINOIS DEVELOPMENT ACTION GRANT (NUMBER 699-AG) AND REDEVELOPMENT/LOAN AGREEMENT WITH CHINESE AMERICAN DEVELOPMENT FOUNDATION FOR CHINATOWN SQUARE PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 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 grant agreement and a redevelopment agreement between the City of Chicago and the Chinese American Development Foundation for the Chinatown Square Project in the amount of \$1,000,000, 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed on February 26, 1986, authorized the submission of an application to the Illinois Development Finance Authority for an Illinois Development Action Grant to promote private development and prevent the spread of blight in the Chinatown area of the City of Chicago; and

WHEREAS, In response to said application, the Illinois Development Finance Authority has approved Illinois Development Action Grant No. 699-AG which provides funds to the City which may be loaned to the Chinese American Development Foundation ("C.A.D.F.") in the amount of \$1,000,000 for the partial financing of the acquisition of land for the construction of a community center and residential rental units for elderly persons ("Chinatown Square Project"); now, therefore,

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

SECTION 1. The Mayor or Commissioner of the Department of Economic Development ("Commissioner") are each hereby authorized to enter into and execute on behalf of the City of Chicago, an Illinois Development Action Grant Agreement, or such other documentation as may be required by the Illinois Development Finance Authority, in the amount of \$1,000,000 for partial funding of the Chinatown Square Project.

SECTION 2. The Mayor or the Commissioner are each authorized to enter into and execute, on behalf of the City, a Redevelopment/Loan Agreement ("Agreement") by which the City will loan \$1,000,000 to the C.A.D.F., for the partial financing of acquisition of land which will be the site of the Chinatown Square Project. Such funds are to be loaned to C.A.D.F. in conformance with terms shown as Exhibit A, attached hereto.

SECTION 3. The Mayor or the Commissioner are each further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effectuate the terms and conditions of the Illinois Development Action Grant No. 699-AG and the Agreement.

SECTION 4. This ordinance shall be effective by and from the date of its passage.

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

*Exhibit "A"*

Developer:	Chinese American Development Foundation ("C.A.D.F.") an Illinois not-for-profit corporation.
Loan Amount:	\$1,000,000.
Term:	A period of time ending with loan maturity seven (7) years from the date of closing of the loan of the I.D.A.G. proceeds.
Interest:	Until maturity, 3% per annum for the first 2 years, 4% per annum for the second 2 years and 5% per annum thereafter.
Repayment:	Interest is payable monthly with principal and accrued interest payable at maturity.



DESIGNATION OF DEPOSITORIES FOR CITY OF CHICAGO  
AND BOARD OF EDUCATION FUNDS FOR  
FISCAL YEAR 1990.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the designation of depositories for City of Chicago and Board of Education Funds for 1990 pursuant to Chapter 7-35 of the Municipal Code 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 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the following regularly established national and state banks and savings and loan associations pursuant to an advertisement required by the Municipal Code of the City of Chicago have applied to become municipal depositories of the City of Chicago and Board of Education for the purpose of holding and paying interest on municipal deposits, and that each financial institution has satisfactorily filed with the City Comptroller the information required by Chapter 7, Sections 7-33, 7-34, 7-34.1 and 7-34.2 of the Municipal Code of the City of Chicago:

Albany Bank & Trust Company

Amalgamated Trust & Savings Bank

American National Bank & Trust Company

Chicago City Bank & Trust Company

Cole Taylor Bank/Drovers

Colonial Bank and Trust Company

Continental Illinois National Bank & Trust

Cosmopolitan National Bank of Chicago

East Side Bank & Trust Company

Exchange National Bank of Chicago

First Commercial Bank

First National Bank of Chicago

Harris Trust & Savings Bank

Independence Bank of Chicago

Lake Shore National Bank

LaSalle National Bank

NBD Chicago Bank

Northern Trust Company

Seaway National Bank of Chicago

South Shore Bank

SECTION 2. The financial institutions listed in Section 1 are hereby designated as legal depositories for City of Chicago and Chicago Board of Education monies for Fiscal Year 1990 and the City Treasurer may deposit monies received by her/him in any of these institutions in accordance with Chapter 7, Sections 7-35, 7-36 and 7-37 of the Municipal Code of Chicago.

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

---

ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS,  
NAVY PIER LEASE SERIES.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of General Obligation Refunding Bonds, Navy Pier Lease Series, in an amount not to exceed \$13,500,000, 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.*

Alderman T. Evans moved to re-refer the said proposed ordinance to the Committee on Finance.

Alderman Burke moved to *Lay on the Table* the motion to re-refer. The motion *Prevailed* by yeas and nays as follows:

*Yeas*-- Aldermen Roti, Bloom, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, Krystyniak, Soliz, Gutierrez, Butler, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Stone -- 33.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Steele, Shaw, Carter, Langford, J. Evans, E. Smith, Davis, Figueroa, Shiller, Orr -- 13.

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

*Yeas* -- Aldermen Roti, Bloom, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Sheahan, Jones, Krystyniak, Henry, Soliz, Gutierrez, Butler, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Orr -- 32.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Steele, Carter, Langford, J. Evans, E. Smith, Davis, Figueroa, Shiller, Stone -- 12.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a body politic and corporate under the laws of the State of Illinois and a home rule unit under Article VII of the Illinois Constitution of 1970; and

WHEREAS, The City and the Public Building Commission of Chicago, Cook County, Illinois (the "Commission"), have entered into a Lease Agreement, dated the 12th day of September, 1979 (the "Lease"), providing for the payment by the City of annual rentals for the use by the City of certain buildings and facilities situated on a site commonly known as "Navy Pier Site" ("Navy Pier") and which have been deemed necessary for the furnishing of essential governmental, health and welfare services by the City to its inhabitants; and

WHEREAS, The City has provided by ordinance for the levy and collection of a direct annual tax sufficient to pay the annual rentals payable under the Lease as and when they become due and payable; and

WHEREAS, The payments due from the City under the Lease secure the payment of the principal of and interest on the Building Revenue Bonds, Series "A" of 1979, dated August 1, 1979, of the Commission (the "Commission Bonds"), of which \$16,400,000 are presently outstanding and unpaid; and

WHEREAS, The General Assembly of the State of Illinois has enacted the Metropolitan Pier and Exposition Authority Act, effective July 2, 1989 (Public Act 86-17), which Act creates the Metropolitan Pier and Exposition Authority (the "Authority") and directs the

Authority to make possible the recreational, cultural, commercial or residential development of Navy Pier; and

WHEREAS, The refunding of the obligations of the City due under the Lease and the corresponding payment when due of the principal of and interest on the Commission Bonds will satisfy the obligations of the City under the Lease and return full legal title in Navy Pier to the City, permitting the City to convey Navy Pier to the Authority; and

WHEREAS, The conveyance by the City of Navy Pier to the Authority will facilitate the modernization and upgrade of Navy Pier; and

WHEREAS, It is deemed to be necessary, essential and for the best interests of the inhabitants of the City and necessary for the welfare of the government and affairs of the City to provide for the refunding of the obligations of the City due under the Lease and the corresponding payment when due of the principal of and interest on the Commission Bonds; and

WHEREAS, The cost of refunding the obligations of the City due under the Lease and the corresponding payment when due of the principal of and interest on the Commission Bonds is estimated to be not more than \$13,500,000, and the City expects to pay such cost by borrowing such money and issuing its bonds in evidence thereof as hereinafter provided; and

WHEREAS, The City has determined that it is advisable and necessary at this time to borrow the sum necessary for the purposes aforesaid, and in evidence thereof to issue its General Obligation Refunding Bonds, Navy Pier Lease Series, (the "Bonds"), such borrowing being for a proper public purpose and in the public interest, and the City, by virtue of its constitutional home rule powers and all laws applicable thereto, has the power to issue such Bonds; now, therefore,

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

SECTION 1. The City Council, after a public meeting heretofore held on this ordinance by the Committee on Finance of the City Council, pursuant to proper notice having been given thereof, and in accordance with the findings and recommendations of such Committee, hereby finds that all of the recitals contained in the preambles to this ordinance are full, true and correct and does incorporate them into this ordinance by this reference.

SECTION 2. There shall be borrowed on the credit of and for and on behalf of the City the sum of not to exceed \$13,500,000 for the purposes aforesaid; that Bonds of the City shall be issued in said amount, or such lesser amount, as may be determined by the City Comptroller. The Bonds shall be dated October 1, 1989, or such other date as shall be agreed upon between the City Comptroller and the purchasers of the Bonds, shall be in fully registered form, shall be in denominations of \$5,000 each and any integral multiple thereof (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable not earlier than January 1, 1991, and not later than January 1, 1999. The principal amount of the Bonds payable at maturity on any January 1 and the interest to

accrue thereon shall not exceed the applicable amount levied therefor in Section 7 hereof and the Bonds shall bear interest at a rate or rates not to exceed 10% per annum.

Each Bond shall bear interest from the later of its date or the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on the first days of January and July of each year, commencing on or after January 1, 1990, as determined by the City Comptroller at the time of the sale of the Bonds. Interest on each Bond shall be paid to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date, by check or draft of the bank or trust company designated by the City Comptroller, or its successor as bond registrar and paying agent (the "Bond Registrar"), or, at the option of any registered owner of \$1,000,000 or more in aggregate principal amount of Bonds, by wire transfer of immediately available funds to such bank in the continental United States as the registered owner of such Bonds shall request in writing to the Bond Registrar. The principal of the Bonds and redemption premium, if any, shall be payable in lawful money of the United States of America upon presentation and surrender at the principal corporate trust office of the Bond Registrar.

The facsimile of the seal of the City shall be affixed to each of the Bonds, and the Bonds shall be executed by the facsimile signature of the Mayor and the City Comptroller and attested by the facsimile signature of the City Clerk, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

The terms and provisions of the Bonds set forth in this Section 2 are subject in all respects to the further terms and provisions described in Section 12 hereof.

### SECTION 3. (a) Registration And Transfer.

The City shall cause books (the "Bond Register") for the registration and for the transfer of the Bonds as provided in this ordinance to be kept at the principal corporate trust office of the Bond Registrar, as the registrar for the City. The City is authorized to prepare, and

the Bond Registrar shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or his attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same interest rate and maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same interest rate and maturity of other authorized denominations. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; provided, however, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond (A) during the period beginning at the close of business on the fifteenth day of the calendar month next preceding any interest payment date on such Bond and ending on such interest payment date, (B) after notice calling such Bond for redemption has been mailed, or (C) during a period of fifteen (15) days next preceding mailing of a notice of redemption of such Bond.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. In the event any of the Bonds are registered in the name of a securities depository which uses a book entry system, the standing of the registered owner to enforce any of the covenants herein may be established through the books and records of such securities depository or a participant therein.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds except that no such payment may be required in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) Book-Entry Only System. If so determined and directed by the City Comptroller for any maturity or maturities of the Bonds, such Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined by the City Comptroller as provided in Section 2 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Kray & Co., or any successor thereto ("Kray"), as nominee of Midwest Securities Trust Company, Chicago, Illinois, and its successors and assigns ("Midwest"). In the event that the City Comptroller determines to use the book-entry system of Midwest as provided in this

Section 3(b), all of the outstanding Bonds shall be registered in the Bond Register in the name of Kray, as nominee of Midwest, except as hereinafter provided. The City Comptroller is hereby authorized to determine whether or not the book-entry services of Midwest will be used and if used, the City Comptroller is authorized to execute and deliver on behalf of the City such letters to or agreements with Midwest and the Bond Registrar as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "Representation Letter").

With respect to Bonds registered in the Bond Register in the name of Kray, as nominee of Midwest, the City and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which Midwest holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "Midwest Participant") or to any person on behalf of whom such a Midwest Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of Midwest, Kray or any Midwest Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Midwest Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Midwest Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of principal, premium, if any, and interest with respect to any Bond. Upon delivery by Midwest to the Bond Registrar of written notice to the effect that Midwest has determined to substitute a new nominee in place of Kray, and subject to the provisions in Section 2 hereof with respect to the payment of interest by the mailing of checks or drafts or by wire transfer to the registered owners of Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Kray" in this ordinance shall refer to such new nominee of Midwest.

In the event that (i) the City Comptroller determines that Midwest is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the City, the Bond Registrar and Midwest evidenced by the Representation Letter shall be terminated for any reason, or (iii) the City Comptroller determines that it is in the best interests of the beneficial owners of the Bonds that they be



able to obtain certificated Bonds, the City shall notify Midwest and Midwest Participants of the availability through Midwest of Bond certificates and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Kray, as nominee of Midwest. At that time, the City Comptroller may determined that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the City Comptroller, or such depository's agent or designee, and if the City Comptroller does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 3(a) hereof.

Notwithstanding any other provision of this ordinance to the contrary, so long as any Bond is registered in the name of Kray, as nominee of Midwest, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

(c) Bonds Lost, Destroyed, Etc. If any Bond, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage, in whole or in part, or otherwise) or improperly cancelled, the Bond Registrar may authenticate a new Bond of like date, denomination and principal amount and bearing a number not contemporaneously outstanding; provided that (a) in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Bond Registrar and (b) in the case of any lost Bond or Bond destroyed in whole, there shall be first furnished to the Bond Registrar evidence of such loss or destruction, together with indemnification of the City and the Bond Registrar, satisfactory to such Bond Registrar. In the event any lost, destroyed or improperly cancelled Bond shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Bond, the Bond Registrar shall pay the same without surrender thereof if there shall be first furnished to the Bond Registrar evidence of such loss, destruction or cancellation, together with indemnity, satisfactory to it. Upon the issuance of any substitute Bond, the Bond Registrar may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

(d) Redemption. The Bonds are redeemable prior to maturity at the option of the City, in whole or in part on any date, at such times and at such redemption prices (to be expressed as a percentage of the principal amount of such Bonds being herein redeemed not to exceed 103%, plus accrued interest to the date of redemption) as determined by the City Comptroller at the time of the sale of the Bonds. If less than all of the outstanding Bonds are to be optionally redeemed, the Bonds to be called shall be called from such maturities as may be determined by the City and if less than all of a single maturity is so redeemed then by lot within a maturity in the manner hereinafter provided.

The Bonds shall be redeemed only in the principal amount of \$5,000 each and integral multiples thereof. In the event of the redemption of less than all the Bonds of like maturity the aggregate principal amount thereof to be redeemed shall be \$5,000 or an integral multiple thereof and the Bond Registrar shall assign to each Bond of such maturity a distinctive number for each \$5,000 principal amount of such Bond and shall select by lot

from the numbers so assigned as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided that only so much of the principal amount of each Bond shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. The City shall, at least forty-five (45) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than sixty (60) days prior to the redemption date by the Bond Registrar.

The Bond Registrar shall promptly notify the City in writing of the Bonds, or portions thereof, selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

The redemption provisions set forth in this Section 3 are subject in all respects to the further provisions described in Section 12 hereof.

**SECTION 4.** Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first-class mail at least thirty (30) days and not more than forty-five (45) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar, but the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond.

All notices of redemption shall state:

- (1) the redemption date;
- (2) the redemption price;
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar.

Prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Bonds, or portions thereof, so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds, or portions thereof, shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same interest rate and maturity in the amount of the unpaid principal.

If any Bond, or portion thereof called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond, or portion thereof, so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

The redemption mechanics set forth in this Section 4 are subject in all respects to the further provisions described in Section 12 hereof.

**SECTION 5.** The Bonds shall be prepared in substantially the following form with such insertions and revisions as shall be necessary to reflect the terms and provisions of the sale of the Bonds pursuant to Section 12 hereof; provided, however, that if the text of the Bond is to be printed in its entirety on the front side of such Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [6] through [13] shall be inserted immediately after paragraph [1] and paragraphs [3] through [5] shall be inserted immediately after paragraph [13]:

(Form of Bond - Front Side)

Registered  
No. \_\_\_\_\_

United States Of America

State Of Illinois

City Of Chicago

General Obligation Refunding Bond,

Navy Pier Lease Series.

See Reverse Side  
for Additional  
Provisions

Interest	Maturity	Dated	
Rate: _____%	Date: January 1, ____	Date: October 1, 1989	CUSIP ____

Registered Owner:

Principal Amount:

[1] The City of Chicago, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the date of this Bond or the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on January 1 and July 1 of each year commencing \_\_\_\_\_ 1, 198\_\_, until said Principal Amount is paid. Principal of this Bond and redemption premium, if any, shall be payable in lawful money of the United States of America upon presentation and surrender at the principal corporate trust office of \_\_\_\_\_, Chicago, Illinois, as bond registrar and paying agent (the "Bond Registrar"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar or, at the option of any Registered Owner of \$1,000,000 or more in aggregate principal amount of Bonds, by

wire transfer of immediately available funds to such bank in the continental United States as the Registered Owner hereof shall request in writing to the Bond Registrar.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the City, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] In Witness Whereof, Said City of Chicago, Illinois, by its City Council, has caused its corporate seal to be imprinted by facsimile hereon and this Bond to be signed by the duly authorized facsimile signatures of the Mayor and City Comptroller and attested by the facsimile signature of the City Clerk, all as of the Dated Date identified above.

Attest:

(Facsimile Signature)

Mayor  
City of Chicago

(Facsimile Signature)

City Clerk  
City of Chicago

(Facsimile Signature)

City Comptroller  
City of Chicago

Date of Authentication: \_\_\_\_\_

Certification Of Authentication.

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Refunding Bonds, Navy Pier Lease Series, of the City of Chicago, Illinois.

By: (Manual Signature)  
Authorized Officer

[Form Of Bond -- Reverse Side]

City Of Chicago, Illinois,

General Obligation Refunding Bond,

Navy Pier Lease Series.

[6] For the prompt payment of this Bond, both principal and interest, as aforesaid, as the same become due, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of said City of Chicago are hereby irrevocably pledged.

[7] This Bond is one of a series of Bonds aggregating the principal amount of \$\_\_\_\_\_ issued pursuant to the constitutional home rule powers of the City for the purposes of providing funds for refunding the obligations of the City due under its Lease Agreement with the Public Building Commission of Chicago, which Lease Agreement provides for the payment by the City of annual rentals for the use by the City of certain buildings and facilities situated on a site commonly known as "Navy Pier Site" and paying expenses incidental to the issuance of the Bonds, and was authorized by an ordinance adopted by the City Council on September \_\_\_\_, 1989 (the "Bond Ordinance").

[8] The Bonds maturing on or after January 1, 19\_\_\_\_, are redeemable prior to maturity at the option of the City, in whole or in part on any date on or after January 1, 19\_\_\_\_, and if less than all of the outstanding Bonds are to be redeemed, the Bonds to be called shall be called from such maturities as shall be determined by the City and if less than all of a single maturity is so redeemed then by lot within a maturity in the manner hereinafter provided, the Bonds to be redeemed at the redemption prices (being expressed as a percentage of the principal amount) set forth below, plus accrued interest to the date of redemption:

Dates of Redemption

Redemption Price

[9] In the event of the redemption of less than all the Bonds of like maturity the aggregate principal amount thereof to be redeemed shall be \$5,000 or an integral multiple thereof and the Bond Registrar shall assign to each Bond of such maturity a distinctive number for each \$5,000 principal amount of such Bond and shall select by lot from the numbers so assigned as many numbers as, at \$5,000 for each number, shall equal the

principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided that only so much of the principal amount of each Bond shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

[10] Notice of any such redemption shall be sent by first-class mail not less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for redemption to the registered owner of each bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar; provided, that the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[11] This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations, of the same interest rate and maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[12] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same interest rate and maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance.

[13] The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and redemption premium, if any, and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

(Assignment)

For Value Received, the undersigned sells, assigns and transfers unto

---

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated:

Signature guaranteed: \_\_\_\_\_

Notice: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SECTION 6. Each Bond shall be a direct and general obligation of the City for the payment of which the City pledges its full faith and credit. Each Bond shall be payable from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose, including but not limited to the proceeds of the Pledged Taxes (as defined in Section 7 hereof).

SECTION 7. For the purpose of providing the funds required to pay the principal of and interest on the Bonds promptly as the same become due, there is hereby levied and there shall be collected the following direct annual tax upon all taxable property in the City:

For The Year	A Tax Sufficient To Produce The Sum Of:
1989	\$3,059,310 for interest and principal up to January 1, 1991
1990	\$1,763,623 for interest and principal
1991	\$1,549,123 for interest and principal
1992	\$2,543,448 for interest and principal
1993	\$2,292,098 for interest and principal
1994	\$2,072,285 for interest and principal
1995	\$1,857,548 for interest and principal
1996	\$1,548,085 for interest and principal
1997	\$1,141,148 for interest and principal

The term "Pledged Taxes" shall mean the taxes hereinabove levied for collection for the purpose of providing the funds required to pay principal of and interest on the Bonds, and shall include a sum deposited with the hereinafter described Escrow Agent by the Comptroller for the purpose of paying principal of and interest on the Bonds, which,



together with the accrued interest received, will be deposited in the Escrow Account, if established pursuant to Section 9 hereof.

**SECTION 8.** The City shall appropriate amounts sufficient to pay principal of and interest on the Bonds for the years such amounts are due, and the City hereby covenants to take timely action as required by law to carry out the provisions of this section, but, if for any such year it fails to do so, this Ordinance shall constitute a continuing appropriation ordinance of such amounts without any further action on the part of the City Council.

**SECTION 9.** The City Comptroller is authorized to establish a special account, if determined to be necessary in connection with the sale of any of the Bonds, separate and segregated from all other funds and accounts of the City (the "Ad Valorem Tax Escrow Account"), which said Escrow Account is to be maintained with a bank or trust company to be designated by the Comptroller pursuant to an escrow agreement (the "Refunding Bonds Escrow Agreement"), between the City and the Escrow Agent named therein (the "Refunding Bonds Escrow Agent"), and the Mayor, the Treasurer, the City Comptroller and the City Clerk, or any of them, are hereby authorized to execute and deliver a Refunding Bonds Escrow Agreement in connection with any sale of the Bonds in such form as the officers so executing may deem appropriate in accordance with the provisions of this ordinance.

In lieu of the proceeds of such taxes being deposited with the City Treasurer, such Refunding Bonds Escrow Agreement may authorize the County Collectors of Cook and DuPage Counties to deposit the proceeds of such taxes directly into the Ad Valorem Tax Escrow Account, if such Account has been created.

**SECTION 10.** In the event that amounts to be deposited in the Ad Valorem Tax Escrow Account are not available in time to make any payments of principal of or interest on the Bonds when due, then the fiscal officers of the City are hereby directed to make such payments in accordance with the Refunding Bonds Escrow Agreement, if any, from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advancement of the collection of such taxes and when the proceeds of the taxes are received, such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of the principal of and interest on the Bonds as the same become due.

**SECTION 11.** A copy of this ordinance, duly certified by the City Clerk, shall be filed in the respective offices of the County Clerks of Cook and DuPage Counties, Illinois (the "County Clerks"), and such filing shall constitute the authority for and it shall be the duty of said County Clerks, in each of the years 1989 to 1997, inclusive, to extend the taxes levied pursuant to Section 7 hereof for collection, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on its behalf.

A copy of this ordinance, duly certified by the City Clerk, shall also be filed with the Refunding Bonds Escrow Agent, if any, the Bond Registrar, and if the County Collectors of Cook and DuPage Counties are authorized to deposit the proceeds of the taxes levied pursuant to Section 7 hereof directly with the Refunding Bonds Escrow Agent pursuant to Section 9 hereof, with such County Collectors.

**SECTION 12.** The City Comptroller is hereby authorized to sell all or any portion of the Bonds, with the concurrence of the Chairman of the Committee on Finance of the City Council, the Vice Chairman of the Committee on Finance of the City Council or the Chairman of the Committee on the Budget of the City Council, on such terms as he may deem to be in the best interests of the City; provided that the principal amount of and the interest on the Bonds sold of each maturity shall not become payable in amounts in excess of the amounts levied therefor as specified in Section 7 hereof.

Subsequent to each such sale, the City Comptroller shall file in the office of the City Clerk a notification of sale directed to the City Council setting forth the name of the underwriters of the Bonds, the terms of the sale, the dated date of the Bonds, the aggregate principal amount of Bonds sold, the name of the Bond Registrar designated for the Bonds, the principal amount of Bonds maturing in each year, the optional redemption provisions applicable to the Bonds and the interest rate or rates on the Bonds, and thereafter the Bonds so sold shall be duly prepared and executed in the form and manner provided herein and delivered to the City Treasurer for delivery to the purchaser or purchasers in accordance with the terms of sale.

The Mayor and the City Comptroller are hereby authorized to execute and deliver a contract of purchase with respect to the Bonds as they shall deem appropriate on behalf of the City.

In connection with the sale of the Bonds, the City Comptroller is hereby authorized to obtain a policy of bond insurance from such recognized bond insurer as the City Comptroller shall determine, if said Comptroller determines such bond insurance to be desirable in connection with such sale of the Bonds.

In the event that the Bonds are sold so as to require the levy of taxes in any year less than the amount specified therefor in Section 7 hereof, then the City Comptroller shall include in the notification of sale to the City Council referred to above further information to indicate the amount of reduction in the amount levied in Section 7 hereof resulting from such sale with lesser maturities or at a lower rate or rates of interest, and, in addition, the City Comptroller shall file in the respective offices of the County Clerks certificates of tax abatement. Any certificate of abatement delivered pursuant to this paragraph shall refer to the amount of taxes levied pursuant to Section 7 hereof, shall indicate the amount of reduction in the amount of taxes levied by the City resulting from the sale of the Bonds, which reduced amount is to be abated from such taxes, and shall further indicate the remainder of such taxes which is to be extended for collection by said County Clerks.

The preparation, use and distribution of a preliminary official statement and an official statement relating to each sale and issuance of the Bonds are hereby approved. The Mayor and City Comptroller are hereby authorized to execute and deliver an official statement relating to each sale and issuance of the Bonds on behalf of the City. The preliminary official statement and official statement herein authorized shall be in substantially the forms previously used for general obligation financings of the City with appropriate revisions to reflect the terms and provisions of the Bonds and to accurately describe the current condition of the City and the parties to the financing.

The Bonds shall be duly prepared and executed in the form and manner provided herein and delivered to the City Treasurer for delivery to the purchasers in accordance with the terms of sale.

The proceeds from the sale of the Bonds shall be used as follows:

- (a) The sum representing the accrued interest received from any such sale shall be used to pay the first interest becoming due on the Bonds sold, and to that end, shall be deposited in the Ad Valorem Tax Escrow Account, if established.
- (b) The sum determined by the City Comptroller to be sufficient to satisfy the obligations of the City under the Lease and provide for the payment of the Commission Bonds, including the proceeds of taxes heretofore levied and collected by the City to pay the annual rentals payable under the Lease, shall be deposited into a trust fund (the "Commission Bonds Trust Fund") held by a bank or trust company to be designated by the Comptroller or the Commission (the "Commission Bonds Escrow Agent") pursuant to the terms of an Escrow Agreement among the City, the Commission and the Commission Bonds Escrow Agent (the "Commission Bonds Escrow Agreement"), and the Mayor, the Treasurer, the City Comptroller and the City Clerk, or any of them, are hereby authorized to execute and deliver the Commission Bonds Escrow Agreement in such form as the officers so executing shall deem appropriate to effect the refunding and provide for the payments described in this paragraph. In the event the amounts on deposit in the Commission Bonds Trust Fund are insufficient to make any payment of principal or interest on the Commission Bonds when due, the City covenants that it will promptly pay the amount of any such deficiency to the Commission Bonds Trust Fund as provided in the Commission Bonds Escrow Agreement so that no default in the making of any such payment will occur.
- (c) From the sale proceeds of the Bonds not applied as provided in paragraphs (a) and (b), above, the amount deemed necessary by the City Comptroller shall be applied to the payment of the costs of issuance of the Bonds, including the premium for bond insurance, if any, and any unexpended portion of the sale proceeds shall be paid to the City.

Pending the preparation and execution of the definitive Bonds, as herein provided, temporary Bonds may be executed and delivered to the purchasers upon receipt of the purchase price therefor. The Bonds shall be in the same form and tenor as herein provided, beginning with the number T-1, and shall be executed by the facsimile signatures of the Mayor and the City Comptroller, and attested by the facsimile signature of City Clerk or Deputy City Clerk and authenticated by the Bond Registrar by manual signature. The temporary Bonds shall be exchanged for the definitive Bonds as soon as may be on the basis of par for par.

**SECTION 13.** The City Comptroller is hereby directed to prepare and file with the County Clerks a certificate of reduction of taxes heretofore levied to pay the annual rentals payable under the Lease and directing the abatement of the taxes heretofore levied to pay the annual rentals payable under the Lease.

**SECTION 14.** The Comptroller is hereby authorized to execute such agreements, and the City hereby covenants to comply with provisions of all such agreements, as shall be necessary, in the opinion of nationally recognized bond counsel, to ensure that: (i) no action is taken in connection with the investment of the proceeds of the Bonds which would result in making the interest payable on any of the Bonds subject to federal income taxes by reason of the Bonds being classified as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986 (the Code) and (ii) the City will act with respect to the proceeds of the Bonds, the earnings on the proceeds of the Bonds and any other moneys on deposit in any fund or account maintained in respect of the Bonds, including, if necessary, a rebate of such earnings to the United States of America, in a manner which would cause the interest on the Bonds to continue to be exempt from federal income taxation under Section 103(a) of the Code, or any successor Internal Revenue Code of the United States of America.

**SECTION 15.** This ordinance is prepared in accordance with the powers of the City as a home rule unit under Article VII of the 1970 Illinois Constitution. The appropriate officers of the City are hereby authorized to take such actions and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by this Ordinance, and the Bonds.

**SECTION 16.** The Mayor and the City Comptroller may each designate another to act as their respective proxy and to affix their respective signatures to the Bonds whether in temporary or definitive form, and any other instrument, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this ordinance and any instrument, certificate or document required thereby. 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, 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 the signature of the Mayor is placed on an instrument, 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 so affixed to an instrument, certificate or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

**SECTION 17.** If requested by the Bond Registrar, the Mayor, City Comptroller and City Clerk are authorized to execute the standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties thereof.

**SECTION 18.** If payment or provision for payment is made, to or for the holders and owners of the Bonds, of the principal of and interest due and to become due thereon at the

times and in the manner stipulated therein, and there is paid or caused to be paid to the Bond Registrar, or the Escrow Agent as provided in Section 9 hereof, all sums of money due and to become due according to the provisions hereof, then these presents and the estate and rights hereby granted shall cease, determine and be void except for purposes of registration, transfer and exchange of Bonds and any such payment from such moneys or obligations. Any Bond shall be deemed to be paid within the meaning of this section when payment of the principal of such Bond, plus interest thereon to the due date thereof and redemption premium, if any (whether such due date be by reason of maturity or upon redemption as provided in this ordinance or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided for by irrevocably depositing with the Bond Registrar, or the Escrow Agent as provided in Section 9 hereof, in trust and exclusively for such payment, (1) moneys sufficient to make such payment or (2) (A) direct obligations of the United States of America; (B) obligations of agencies of the United States of America, the timely payment of principal of and interest on which are guaranteed by the United States of America; or (C) instruments evidencing an ownership interest in obligations described in the preceding clauses (A) and (B), or (3) a combination of the investments described in clauses (1) and (2) above, such amounts so deposited being available or maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment (all as confirmed by a nationally recognized firm of independent public accountants). At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this ordinance, except for the purposes of registration, transfer and exchange of Bonds and any such payment from such moneys or obligations.

No such deposit under this section shall be made or accepted hereunder and no use made of any such deposit unless the Bond Registrar, or the Escrow Agent, as the case may be, shall have received an opinion of nationally recognized municipal bond counsel to the effect that such deposit and use would not cause any of the Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code or any successor provision thereto.

SECTION 19. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

This ordinance shall be published by the City Clerk, by causing to be printed in pamphlet form at least 100 copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance, and this ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication.

AUTHORIZATION FOR CITY TO CONVEY INTEREST  
IN NAVY PIER TO METROPOLITAN PIER  
AND EXPOSITION AUTHORITY.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the City of Chicago to convey its interest in Navy Pier to the Metropolitan Pier and Exposition Authority, 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, Bloom, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Sheahan, Jones, Krystyniak, Henry, Soliz, Gutierrez, Butler, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Orr -- 32.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Steele, Carter, Langford, J. Evans, E. Smith, Davis, Figueroa, Shiller, Stone -- 12.

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 on July 28, 1913 passed an ordinance whereby the City elected to exercise the right, power and authority granted by an act of the General Assembly, approved June 23, 1913, entitled "An Act to Enlarge the Power of Cities and Villages in Relation to Harbors, etc." said act authorizing among other things the reclamation and acquisition of the submerged lands of the state; and

WHEREAS, Subsequently the City of Chicago caused the construction of Navy Pier; and

WHEREAS, The City of Chicago is the fee owner of that portion of Navy Pier legally described upon Exhibit A, and has a reversionary interest in that portion of Navy Pier legally described upon Exhibit B; and

WHEREAS, The Legislature of the State of Illinois has passed "An Act to Develop the State's Economy by Promoting the Modernization and Upgrade of Navy Pier, etc." approved July 2, 1989, which creates the Metropolitan Pier and Exposition Authority; and

WHEREAS, The Metropolitan Pier and Exposition Authority is mandated by law to make possible the recreational, cultural, commercial or residential development of Navy Pier; and

WHEREAS, Conveyance by the City of Chicago of Navy Pier, legally described upon Exhibits A and B, would facilitate the modernization and upgrade of Navy Pier by the Metropolitan Pier and Exposition Authority; now, therefore,

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

SECTION 1. That the City of Chicago is hereby authorized to convey the property described upon Exhibits A and B to the Metropolitan Pier and Exposition Authority for the purpose of carrying out or otherwise providing for the recreational, cultural, commercial or residential development of Navy Pier.

SECTION 2. The aforesaid conveyance shall be subject to the tenancies in effect as of the passage of this ordinance and shall provide that all lease payments due and owing under the terms of said tenancies are to be paid to the Metropolitan Pier and Exposition Authority.

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

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

*Exhibit "A".**Legal Description.*

A parcel of land lying east of fractional Section 10, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, described as follows:

Beginning at the northeast corner of Lot 7 in the Chicago Dock and Canal Company's Peshtigo Dock Addition in said Section 10; thence "due east" on the extension east of the north line of said lot, 460.40 feet to the place of beginning; thence south 0 degrees 08 minutes 20 seconds west on a line parallel with the east line of said lot, 289.23 feet; thence due west, 2.60 feet; thence south 0 degrees 08 minutes 20 seconds west, 37.00 feet; thence due east, 44.00 feet; thence south 0 degrees 08 minutes 20 seconds west, 63.00 feet to the south face of a concrete bulkhead; thence south 89 degrees 57 minutes 35 seconds east on said south face, 2,332.66 feet to a point on the extension south of the west face of the Brick Terminal Building in Navy Pier; thence north 0 degrees 06 minutes east on said line extended south and also along said west face and also on the extension north thereof, 390.12 feet to the north face of a concrete bulkhead; thence north 89 degrees 58 minutes 55 seconds west along said north face, 2,373.80 feet to the place of beginning.

Excepting therefrom the following tract of land described as follows:

Beginning at the northeast corner of Lot 7 in the Chicago Dock and Canal Company's Peshtigo Dock Addition in said Section 10; thence "due east" on the extension east of the north line of said lot, 515.15 feet; thence south 0 degrees 08 minutes 20 seconds west, on a line parallel with the east line of said lot, 107.59 feet to the south face of a dock wall and through the center of a column no. 1; thence south 89 degrees 57 minutes 20 seconds east, on the said south face, 2,260.90 feet to the place of beginning; thence south 0 degrees 06 minutes west along a fence line, 77.60 feet to the north face of a dock wall; thence south 89 degrees 57 minutes 40 seconds east, 58.20 feet to the west face of the Brick Terminal Building in Navy Pier; thence north 0 degrees 06 minutes east on said west face, 77.59 feet; thence north 89 degrees 57 minutes 20 seconds west, 58.20 feet to the place of beginning.



*Exhibit "B".*

*Legal Description.*

A parcel of land lying east of fractional Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at the northeast corner of Lot 7 in the Chicago Dock and Canal Company's Peshtigo Dock Addition, in said Section 10; thence "due east" on the extension east of the north line of said lot 2,834.20 feet; thence "due south" 0.95 feet to the point of intersection of the north face of a concrete bulkhead and the extension north of the west face of the Brick Terminal Building in Navy Pier, said point being the place of beginning of this tract of land; thence south 89 degrees 52 minutes 30 seconds east on said north face of the concrete bulkhead, 666.70 feet to the northeast corner thereof, said corner being 2.40 feet south of said extension east of the north line of said Lot 7; thence south 0 degrees 06 minutes west on the east face of said bulkhead, 294.0 feet to the southeast corner thereof; thence north 89 degrees 56 minutes west on the south face of said bulkhead, 666.70 feet to a point in the aforesaid west face of the Brick Terminal Building extended south; thence north 0 degrees 06 minutes east on said line extended south and along said west face of building and along its extension north, 294.68 feet to the place of beginning.

Also

A parcel of land lying east of fractional Section 10, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, described as follows:

Beginning at the northeast corner of Lot 7 in the Chicago Dock and Canal Company's Peshtigo Dock Addition in said Section 10; thence "due east" on the extension east of the north line of said lot, 515.15 feet; thence south 0 degrees 08 minutes 20 seconds west, on a line parallel with the east line of said lot, 107.59 feet to the south face of a dock wall and through the center of a column number 1; thence south 89 degrees 57 minutes 20 seconds east, on the said south face, 2,260.90 feet to the place of beginning; thence south 0 degrees 06 minutes west along a fence line, 77.60 feet to the north face of a dock wall; thence south 89 degrees 57 minutes 40 seconds east, 58.20 feet to the west face of the Brick Terminal Building in Navy Pier; thence north 0 degrees 06 minutes east on said west face, 77.59 feet; thence north 89 degrees 57 minutes 20 seconds west, 58.20 feet to the place of beginning.

In addition, that part of the Navy Pier Site and which property is described as follows:

That part of Lot 7, in Chicago Dock and Canal Company's Peshtigo Dock Addition, in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office of Cook County, Illinois on September 17, 1889, in Book 39 of Plats at page 18, as Document No. 1157023, which lies west of the west line of the east 100.00 feet of said Lot 7; south of the south line of the north 366.00 feet of said Lot 7; and east of the east boundary line of Parcel "D" of the lands conveyed to the Commissioners of Lincoln Park by deed dated July 25, 1929, and recorded in the Recorder's Office of Cook County, Illinois, on July 27, 1929, as Document No. 10439522; in Cook County, Illinois.

---

*Action Deferred* -- EXECUTION OF REDEVELOPMENT LOAN  
AGREEMENT WITH 46TH AND VINCENNES  
PARTNERSHIP, LIMITED.

The Committee on Finance submitted the following report which was, on motion of Alderman Burke and Alderman Sheahan, *Deferred* and order published:\*

CHICAGO, September 13, 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 Loan Agreement with 46th and Vincennes Associates Limited Partnership in the amount of \$600,000, 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.*

---

\*Please see page 5170 for final disposition of this ordinance.

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

WHEREAS, The City Council of the City of Chicago passed an ordinance on June 30, 1987, authorizing the submission of an application to the United States Department of Housing and Urban Development ("H.U.D.") for a Housing Development Action Grant ("H.D.G."), and further authorizing a rehabilitation loan from Community Development Block Grant ("C.D.B.G.") funding to assist in the financing of the rehabilitation and construction of two (2) residential rental apartment buildings located at 4554 -- 4556 South Vincennes Avenue and 444 -- 446 East 46th Street ("Project"); and

WHEREAS, Said H.D.G. application has been approved by the Secretary of H.U.D.; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing of the City of Chicago is authorized to enter into and execute on behalf of the City an Owner/Grantee Redevelopment Loan Agreement ("Redevelopment Loan Agreement") by which the City will, upon the granting of sufficient security, lend the H.D.G. funds to 46th and Vincennes Partnership, Limited, an Illinois limited partnership for the purpose of the rehabilitation and construction of the project and which Redevelopment Loan Agreement obligates 46th and Vincennes Partnership, Limited to commence and complete the aforementioned project.

SECTION 2. The Commissioner is further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effectuate the terms and conditions of the H.D.G. agreement and the Redevelopment Loan Agreement, said Redevelopment Loan Agreement to contain those basic terms and conditions outlined in Exhibit "A" which is attached hereto and made a part of this ordinance.

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

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

*Exhibit "A".*

*Basic Terms And Conditions.*

Borrower: 46th and Vincennes Partnership, Limited, an Illinois limited partnership, its successors or assigns.

Loan Amount: \$600,000 H.D.G. Loan.

- a) The term of the loan shall be thirty years.
- b) The interest rate for the loan shall be 3% simple interest (accruing but not compounding), with annual repayments not to exceed 50% of net cash flow after the borrower receives a 12% return on equity.
- c) The City shall receive a contingent interest/participation in cash flow.
- d) The loan shall be secured by a mortgage on the real estate and improvements comprising the project subordinated to the first lien of the senior lender in an amount not to exceed \$725,300, and subordinated to the second lien of C.D.B.G. loan plus such further advances as are invested in the project and which the senior lender certifies to the City are required for the project's completion.
- e) The Borrower shall furnish to the City proof of additional financing as follows:
  - 1) equity contribution by the Borrower of \$188,676; and
  - 2) private financing of \$725,300.
- f) All other terms and conditions as may be required to conform the Redevelopment Loan Agreement to the H.D.G. agreement as may be amended from time to time.

---

*Action Deferred* -- EXECUTION OF COMMUNITY DEVELOPMENT  
BLOCK GRANT LOAN AGREEMENT FOR 46TH AND  
VINCENNES PARTNERSHIP, LIMITED.

The Committee on Finance submitted the following report which was, on motion of Alderman Burke and Alderman Sheahan, *Deferred* and ordered published:\*

CHICAGO, September 13, 1989.

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

---

\*Please see pages 5170 through 5171 for final disposition of this ordinance.

Your Committee on Finance, having had under consideration a proposed ordinance authorizing the execution of a Community Development Block Grant loan for the 46th and Vincennes Associates Limited Partnership in the amount of \$323,440, 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, The City Council of the City of Chicago passed an ordinance on June 30, 1987, authorizing the submission of an application to the United States Department of Housing and Urban Development ("H.U.D.") for a Housing Development Action Grant ("H.D.G."), and further authorizing a rehabilitation loan from Community Development Block Grant ("C.D.B.G.") funding to assist in the financing of the rehabilitation and construction of two (2) residential rental apartment buildings located at 4554 -- 4556 South Vincennes Avenue and 444 -- 446 East 46th Street ("Project"); and

WHEREAS, Said H.D.G. application has been approved by the Secretary of H.U.D.; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing of the City of Chicago is authorized to enter into and execute on behalf of the City a C.D.B.G. loan agreement by which the City will, upon the granting of sufficient security, lend the C.D.B.G. funds to 46th and Vincennes Partnership, Limited, an Illinois limited partnership for the purpose of the rehabilitation and construction of the Project and which C.D.B.G. loan agreement obligates 46th and Vincennes Partnership, Limited to commence and complete the aforementioned Project.

SECTION 2. The Commissioner is further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effectuate the terms and conditions of the C.D.B.G. loan agreement, said C.D.B.G. loan agreement to contain those basic terms and conditions outlined in Exhibit "A" which is attached hereto and made a part of this ordinance.

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

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

*Exhibit "A".*

*Basic Terms And Conditions.*

**Borrower:** 46th and Vincennes Partnership, Limited, an Illinois limited partnership, its successors or assigns.

**Loan Amount:** \$323,440 C.D.B.G. loan.

- a) The term of the loan shall be thirty years.
- b) The interest rate for the loan shall be 0% with annual repayments of \$5,000 per year for the first fifteen (15) years, \$10,000 per year for the following fourteen (14) years, and a final balloon payment of all sums due and payable in year 30; such repayments shall be specifically contingent upon a positive cash flow with repayments due from surplus cash prior to any distribution to borrower.
- c) The loan shall be secured by a mortgage on the real estate comprising the Project subordinated only to the first lien of the senior lender in an amount not to exceed \$725,300 plus such further advances as are invested in the Project and which the senior lender certifies to the City are required for the Project's completion.
- d) The Borrower shall furnish to the City proof of additional financing as follows:
  - 1) Equity contribution by the Borrower of \$188,676; and
  - 2) Private financing of \$725,300.

EXECUTION OF AMENDMENT TO CITY/STATE PROJECT  
AGREEMENT FOR IMPROVEMENT OF BRYN MAWR  
AVENUE BETWEEN CUMBERLAND AVENUE  
AND EAST RIVER ROAD.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an amendment to the City/State Project Agreement for the improvement of Bryn Mawr Avenue between Cumberland Avenue and East River Road in the amount of \$3,340,000, 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, an amendment to a project agreement with the State of Illinois providing for the improvement of Bryn Mawr Avenue between Cumberland Avenue and East River Road described therein, said amendment to be substantially in the following form:

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

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

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

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

*Amendment To An Agreement.*

*Amendment Number One To A City-State Project Agreement*

*Providing For The Improvement Of*

*Bryn Mawr Avenue (F.A.U. 1350)*

*Between Cumberland Avenue And East River Road*

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

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

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

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

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

This Amendment by and between the State of Illinois, acting through its Department of



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

*Witnesseth:*

Whereas, On March 23, 1989, the City Council passed an ordinance authorizing the aforementioned Joint Agreement for execution (Council Journal pages 25774 through 25779); and

Whereas, The "City" and the "State" have subsequently entered into the aforementioned Agreement; and

Whereas, Numbered paragraph 12 and numbered paragraph 15 of the aforementioned Agreement contain the estimated costs and the division of financial responsibilities for the Project; and

Whereas, The "City" and "State" are desirous of updating and revising the estimates of cost and of increasing the upper limit of State participation; now, therefore,

Be It Agreed, That numbered paragraph 12 and numbered paragraph 15 of the aforementioned Agreement be revised to read as follows:

- "12. The estimated costs of the Project covered and described by this Agreement are:

Contract Construction .....	\$2,400,000
Force Account Construction .....	700,000
Construction Engineering/Supervision .....	<u>240,000</u>
TOTAL: .....	\$3,340,000

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

Federal-Aid Share (IX) (85% of \$3,340,000) .....	\$2,839,000
Non-Federal Share (State) (15% of \$3,340,000) .....	<u>501,000</u>
TOTAL: .....	\$3,340,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$501,000 with any Non-Federal share required in excess of that amount to be provided by the City or by Amendment to this Agreement."

- "15. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$3,340,000) as authorized by the City Council."

; and

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

Be It Further Agreed, This Amendment to the Agreement shall be binding and inure to the benefits of the parties hereto, their successors and assigns.

[Signature forms omitted for printing purposes.]

---

EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR  
CONSTRUCTION OF OFF-STREET PARKING LOTS  
ON PORTIONS OF CICERO AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an agreement between the City of Chicago and the State of Illinois for the construction of off-street parking lots at various locations along Cicero Avenue between Montrose Avenue and Roosevelt Road in the amount of \$910,000, 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the construction of off-street parking lots at various locations along Cicero Avenue between Montrose Avenue and Roosevelt Road, described therein, said agreement to be substantially in the following form:

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

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

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

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

*City-State Project Agreement.*

*Cicero Avenue (Illinois Route 50, F.A.P. Route 128)*

*Off-Street Parking Lot Construction*

*(From Montrose Avenue To Roosevelt Road).*

*Illinois Route 50 (Montrose To Belmont)*

*State Section: 1986-008I*

*Illinois Route 50 (Armitage To Ohio)*

*State Section: 57(2 and 8) I-(88)*

*Illinois Route 50 (Ohio to I-290)*

*State Section: (50-1 and 57-2) I-1(88)*

*Illinois Route 50 (I-290 To Roosevelt)*

*State Section: 50-1 (WRS-1 and SB) 86*

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the State of Illinois, acting through its Department of Transportation hereinafter

called the State and the City of Chicago, acting through its Department of Public Works hereinafter called the City.

*Witnesseth:*

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to construct approximately seventeen (17) off-street parking lots along Cicero Avenue between Montrose Avenue and Roosevelt Road to accommodate future roadway improvement contracts along the Cicero Avenue Corridor, hereinafter referred to as the Project and identified in paragraph 7 of this Agreement; and

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

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

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

Now Be It Therefore Resolved, The State Agrees:

1. To make the surveys, obtain all necessary rights-of-way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. To pay all right-of-way, construction and engineering costs, as well as any required force account and force account engineering costs.
3. To cause private utilities to be relocated at no expense to the State or City.

Now Be It Therefore Resolved, The City Agrees:

4. To review the State prepared plans for approval.

5. To perform preliminary and construction engineering and construction for any electrical or water force account work which may be associated with the Project in accordance with the State-approved plans, specifications and estimates of costs.

It is understood that electrical force account estimates must be determined to be cost effective by the State.

6. To prohibit encroachments and prohibit parking along Illinois Route 50 from Montrose Avenue to Roosevelt Road, where necessary, upon completion of the improvement.

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

7. That said Project generally consists of the following work:

- A. Cicero Avenue (Illinois Route 50) -- from Montrose Avenue to Belmont Avenue:

-- Construction of four (4) parking lots at the following locations:

- 1) West side of Illinois Route 50 at south of Patterson Avenue,
- 2) East side of Illinois Route 50 at north of Waveland Avenue,
- 3) West side of Illinois Route 50 at north of Grace Street, and
- 4) West side of Illinois Route 50 between Berenice and Byron Avenues.

- B. Cicero Avenue (Illinois Route 50) -- from Armitage Avenue to Ohio Street:

-- Construction of four (4) parking lots at the following locations:

- 5) West side of Illinois Route 50 at north of Ohio Street,
- 6) East side of Illinois Route 50 at north of Huron Street,
- 7) East side of Illinois Route 50 at south of Superior Street, and
- 8) West side of Illinois Route 50 at south of Cortez Street.

C. Cicero Avenue (Illinois Route 50) -- from Ohio Street to I- 290:

-- Construction of eight (8) parking lots at the following locations:

- 9) West side of Illinois Route 50 at north of Harrison Street,
- 10) East side of Illinois Route 50 at south of Congress Parkway,
- 11) East side of Illinois Route 50 at south of Gladys Street,
- 12) West side of Illinois Route 50 at south of Quincy Street,
- 13) West side of Illinois Route 50 at south of Adams Street,
- 14) East side of Illinois Route 50 at south of Madison Street,
- 15) East side of Illinois Route 50 at south of Maypole Street, and
- 16) West side of Illinois Route 50 at south of Kinzie Street.

D. Cicero Avenue (Illinois Route 50) -- from I-290 to West Roosevelt Road:

-- Construction of one (1) parking lot at the following location:

- 17) East side of Illinois Route 50 between 5th Avenue and Arthington Street.

All parking lots will provide driveway access to Illinois Route 50 and will include fencing, sidewalk, lighting and all incidental work necessary to complete the improvement in accordance with the approved plans and specifications.

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

Construction (including P&C Engineering)

A.	Cicero Avenue -- from Montrose Avenue to Belmont Avenue (4 lots) .....	\$250,000
B.	Cicero Avenue -- from Armitage Avenue to Ohio Street (4 lots) .....	\$175,000
C.	Cicero Avenue -- from Ohio Street to I-290 (8 lots) .....	\$360,000
D.	Cicero Avenue -- from I-290 to Roosevelt Road (1 lot) .....	\$40,000

Force Account Construction (including P&C Engineering)

*	E. Electrical .....	\$50,000
	F. Water .....	\$ 35,000
	TOTAL: .....	\$910,000

- 9. That the proportional participation for these contracts will be:

---

\*City Force Account estimates shall be determined to be cost effective by the State.



Construction of 17 parking lots including P&C Engineering and any required Force Account Work and Force Account Engineering.

--	Federal-Aid Share (Suburban IX) (85% of \$910,000)	\$773,500
--	Non-Federal-Aid Share (State) (15% of \$910,000)	<u>\$136,500</u>
	<b>TOTAL:</b>	<b>\$910,000</b>

10. That upon completion of the improvement, final field inspection by the State and City and upon transfer of ownership of the parking lots from the State to the City, the City will be responsible for jurisdiction and maintenance of the seventeen (17) parking lots in their entirety, including all drainage, curbing, fencing, lighting, pavement markings and all parking lot appurtenances.

It is also agreed that the State will make arrangement with the local power company to furnish the electrical energy for the operation of the parking lot(s) lighting. The State agrees to pay this cost as billed by the local power company.

11. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
12. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in paragraph 8.
13. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded and/or any required force account construction work is not authorized by July 1, 1992.

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

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

[Signature forms omitted for printing purposes.]

TRANSMITTAL OF 1990 BUDGET AND TAX LEVY FOR  
SPECIAL SERVICE AREA NUMBER ONE  
(STATE STREET MALL).

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the transmittal of the 1990 Budget and Tax Levy for Special Service Area Number 1, referred to as the State Street Mall, in the amount of \$550,902, 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 120, Section 1301 et seq. of the Illinois Revised Statutes authorizes counties and municipalities, including the City of Chicago, to create and establish Special Service Areas; and

WHEREAS, City Council ordinance, dated July 7, 1977 (Council Journal pages 5456 -- 5458) created and established Special Service Area Number One (also commonly referred to as State Street Mall) for those properties fronting on State Street between Wacker Drive and Congress Parkway; and

WHEREAS, The ordinance creating such Special Service Area Number One, in addition to authorizing the issuance of certain bonds, authorized the levying of annual taxes on all taxable property within said Area for the payment of the cost of special maintenance services in and for said Area, provided that such special annual tax shall be limited in amount so that such annual maintenance tax will not exceed the lesser of one quarter of one percent (1/4 of 1%) of the equalized assessed valuation of taxable property within said Area or an amount equal to forty percent (40%) of the sum budgeted for expenditures for the calendar year after deducting miscellaneous income; and

WHEREAS, The 1977 ordinance also provided for the appointment of a State Street Mall Commission to recommend a yearly budget based upon the cost of providing special services in and for said Special Service Area to the Mayor and the City Council and, further, to advise the Mayor and the City Council regarding the special annual tax to be levied against the taxable property within said Area; and

WHEREAS, The budget for Special Service Area Number One for fiscal year 1990, is an estimated amount of \$2,436,427.00; and

WHEREAS, In 1987, the State Street Mall Commission advised the Mayor and the City Council that no tax be levied on Special Service Area Number One for the 1987 tax year because there was sufficient surplus in the Fund for Special Service Area Number One (i.e., Fund 326 of the City Budget) and no tax was imposed; and

WHEREAS, In 1988, the State Street Mall Commission advised the Mayor and the City Council concerning the annual tax to be levied in Special Service Area Number One for the 1988 tax year that a tax of \$537,291 be imposed to provide said special maintenance services and such tax was imposed; and

WHEREAS, For tax year 1989, the State Street Mall Commission is advising the Mayor and the City Council concerning the annual tax to be levied in Special Service Area Number One for the 1989 tax year that a tax of \$550,902 be imposed to provide said special maintenance services; and

WHEREAS, It is in the best interests of the City of Chicago to accept the advice of the State Street Mall Commission and levy a tax of \$550,902 for the 1989 tax year for special maintenance services for the State Street Mall; and

WHEREAS, Article VII, Sections 6(a) and 6(1) of the Constitution of the State of Illinois empowers the City of Chicago to levy a tax in the amount of \$550,902 for the 1989 tax year for Special Service Area Number One; and

WHEREAS, The City is a home rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois; now, therefore,

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

SECTION 1. That, pursuant to, and consistent with the State Street Mall Commission's advice as to the amount of taxes to be levied against all taxable property in Special Service Area Number One for the 1989 tax year, the City Council of the City of Chicago hereby approves and levies a tax in the amount of \$550,902 for the tax year 1989 for Special Service Area Number One (State Street Mall).

SECTION 2. That, after ten (10) days of its passage by the City Council, the City Clerk is hereby authorized and directed to file a certified copy of this ordinance with the Clerk of the County of Cook pursuant to Section 1310 at Chapter 120 of the Illinois Revised Statutes and the County Clerk of the County of Cook shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special tax herein provided for, such special taxes to be extended for collection by the County Clerk for the tax year 1989 against all the taxable property within the territory situated within the City of Chicago Special Service Area Number One, the amount of such special taxes herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said Special Service District and such special tax shall not exceed the lesser of one-fourth of one percent (1/4 of 1%) of the total equalized assessed valuation of all taxable property within said Special Service Area Number One or an amount equal to forty percent (40%) of the amount herein budgeted and appropriated for expenditures for the fiscal year commencing January 1, 1990, after deducting from such appropriations all items of miscellaneous income estimated to be received during such fiscal year.

SECTION 3. That, upon passage of the 1990 City Budget Ordinance by the City Council, the City Clerk is hereby authorized and directed to file a certified copy of the 1990 City Budget Ordinance with the County Clerk's Office noting that Fund 326 of such budget ordinance is the budget for Special Service Area Number One (State Street Mall) for 1990.

SECTION 4. That, this ordinance shall be in force and effect ten (10) days from the date of its passage.

---

APPROVAL OF SUBSTITUTE SITE DESIGNATION BY PUBLIC  
BUILDING COMMISSION OF CHICAGO FOR  
ACQUISITION AND CONSTRUCTION OF  
HUMBOLDT PARK VOCATIONAL  
CENTER.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the approval of a substitute site designation by the Public Building Commission of Chicago for acquisition and construction of the Humboldt Park Vocational Center (Project JC-10), 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Legislature of the State of Illinois found and declared it to be necessary and desirable to make possible the acquisition, construction or enlargement of public improvements, buildings and facilities at convenient locations within the county seats and municipalities for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens; and

WHEREAS, The Public Building Commission Act of the State of Illinois, approved July 5, 1955, as amended, provides a means for funding and constructing buildings, improvements and facilities required by local public bodies in rendering essential governmental services; and

WHEREAS, Pursuant to said Act, the City Council of the City of Chicago, on March 28, 1956, by ordinance, created the Public Building Commission of Chicago to assist in the funding and construction of public improvements; and

WHEREAS, The Public Building Commission of Chicago, on May 21, 1985, by resolution, designated a site located in the vicinity of North Kedzie Avenue and West Division Street, Chicago, Illinois at the request of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for acquisition and construction of the Humboldt Park Learning Center; and

WHEREAS, The City Council of the City of Chicago, on November 26, 1985, at pages 22923 and 22924 of the Journal of Proceedings, approved the site designation, as amended, by the Public Building Commission for said facility; and

WHEREAS, Subsequent to the designation of the site by the Commission and approval thereof by the City Council, the Board of Trustees of Community College District No. 508, by Resolution No. 1375 adopted on February 2, 1989, requested the Public Building Commission approve a substitute site designation for the Humboldt Park Learning Center and acquire certain property located in the vicinity of North California Avenue and West Wabansia Street for the purpose of acquiring and constructing the Humboldt Park Vocational Center; and

WHEREAS, The Public Building Commission of Chicago, by resolution adopted on February 14, 1989, approved the following described substitute site designation, as amended, for acquisition and construction of the Humboldt Park Vocational Center; and

WHEREAS, The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, has agreed to enter into a net lease or leases, non-cancellable in any event with the Public Building Commission of Chicago, under the terms of which the Board of Trustees of Community College District No. 508 will be required to pay such amounts of rent as will be sufficient to amortize all principal and interest on revenue bonds to be issued by the Public Building Commission of Chicago in connection with the planning, funding and construction of the project; and

WHEREAS, The Public Building Commission of Chicago, pursuant to the provisions of said Public Building Commission Act, has selected and located the following-described site, lying wholly within the territorial limits of the City of Chicago, as the substitute site designation for the acquisition and construction of the Humboldt Park Vocational Center; and

WHEREAS, The following-described area is conveniently located and of sufficient size to accomplish and effectuate the aforesaid purposes and provide appropriate architectural setting and adequate landscaping for the Humboldt Park Vocational Center; and

WHEREAS, The Public Building Commission of Chicago has requested, pursuant to the requirements of Section 14 of the Public Building Commission Act, that the City Council of the City of Chicago approve the substitute site so selected, located and designated; now, therefore,

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

SECTION 1. The site designation located in the vicinity of North Kedzie Avenue and West Division Street, Chicago, Illinois, heretofore approved, as amended, by the City Council of the City of Chicago on November 26, 1985, at pages 22923 and 22924 of the Journal of Proceedings, is hereby rescinded.

SECTION 2. The City Council of the City of Chicago does hereby approve the following-described site, heretofore selected, located and designated by the Public Building Commission of Chicago at the request of the Board of Trustees of the Community College District No. 508, County of Cook and State of Illinois, as the substitute site designation for the acquisition, planning, funding and construction of the Humboldt Park Vocational Center (Project JC-10):

Project JC-10.

Humboldt Park Vocational Center.

Lots 77 through 94, both inclusive, in Hosmer and Rodgers Subdivision of Block 7 in Bordens Subdivision of the west one-half of the southeast one-fourth of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian according to the plat thereof recorded August 2, 1872 in Book 1 at page 85 as Document No. 47101, in Cook County, Illinois.

SECTION 3. This ordinance shall be effective immediately upon the passage thereof.

---

EXECUTION OF WATER SUPPLY CONTRACT WITH VILLAGE  
OF WORTH.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 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 with the Village of Worth, Illinois, 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") possesses the power and authority to furnish water from the City's water mains to others; and

WHEREAS, In 1979, the City previously entered into an agreement to supply water to the Village of Worth; and

WHEREAS, This agreement provided that the City would furnish water from the City's water mains at the City limits, South Cicero Avenue and West 84th Place; and

WHEREAS, The water furnished was to be for consumers located within the corporate limits of the Village; and

WHEREAS, The City is willing to continue to supply water to the Village under substantially the same terms as in its previous agreement; now, therefore,

*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 Village of Worth. Such contract shall be substantially in the form as attached.



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

Water Supply Contract attached to this ordinance reads as follows:

*Water Supply Contract Between The City  
Of Chicago And The  
Village Of Worth.*

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 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 called the "City", and the Village of Worth, a municipal corporation, in Cook County, Illinois, located within the Metropolitan Water Reclamation District of Greater Chicago.

*Witnesseth:*

Whereas, The City and the Village of Worth, entered into a ten year agreement on the 6th day of November, 1979 for the furnishing from the City's water main at the City limits, South Cicero Avenue and West 84th Place, a supply of water for consumers supplied by the Village of Worth Water System not to exceed an annual average of 1,059,000 gallons per day in 1979, increasing to 1,147,000 gallons per day in 1989, with the maximum rate of flow from the City's mains not to exceed twice the annual average daily withdrawal; and

Whereas, The City is willing to renew its water supply contract with the Village of Worth, and furnish water from existing connection to City's water mains at the City limits at South Cicero Avenue and West 84th Place;

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 Village of Worth, and the Village of Worth 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 ("Commissioner") from the City's water mains at the City limits at South Cicero Avenue

and West 84th Place to be used by the Village of Worth in supplying water to consumers located within the corporate limits of the Village of Worth.

**B. Quantity Of Water To Be Furnished.**

(1) For consumers located within the corporate limits of the Village of Worth, the following are quantities of water for the years included:

Year	Annual Average Daily Quantity In Gallons
1989	1,147,000
1990	1,156,000
1991	1,161,000
1992	1,166,000
1993	1,170,000
1994	1,175,000
1995	1,180,000
1996	1,185,000
1997	1,190,000
1998	1,194,000

The individual consumers' quantities of water are included in the allocations made to the Village of Worth. These quantities of water in accordance with the allocations made to the Village of Worth by Opinion and 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 the Village of Worth.

(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 shall not exceed twice the annual average daily contracted amount.

(3) The Village of Worth 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 meter vault on existing water service connection to City's water main at the City limits at its connection at South Cicero Avenue and West 84th Place in order to regulate the flow of water as herein provided. When requested by the Commissioner, the Village of Worth shall provide the necessary equipment to transmit pressures and convert the manually operated flow control valves to remotely controlled 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 Village of Worth. 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.

### 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 option of the Village of Worth to renew said contract for successive like terms, written notice thereof to be submitted to the City 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 as to bind the City 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 contract 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 Village of Worth.

(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 contract and furnishing water hereunder.

(7) The Village of Worth may, by permission of the Commissioner, in an emergency, supply water to other City water users who have been previously authorized an emergency connection.

## II. Reporting Requirement.

(8) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the Village of Worth agrees to submit to the Commissioner a written copy of the prevailing water rate schedule as applicable to its water customers. It shall include all rates and relevant information and the premise on which rates have been furnished.

(9) The Village of Worth 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 customers.

## III. Reservations.

(10) In the event of a default in payment of a water bill by the Village of Worth, the City reserves the right to require the Village of Worth 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.

(11) 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 Village of Worth.

## IV. Water Quality.

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

(13) The Village of Worth 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.

(14) The Village of Worth 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 vaults.

(15) The Village of Worth shall notify and keep the City informed of the responsible individual in charge of operations.

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

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

V. Equipment Operation.

(18) The Village of Worth 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.

(19) The Village of Worth shall provide and maintain any and all devices expressly requested by the Commissioner for the purpose of controlling, measuring, transmitting and recording of pressures, reservoir levels and other required operational information.

(20) The Village of Worth shall provide the meters, vaults with sump pumps and related devices, adhering to City standard practices, for measuring the supply of water furnished. Meters provided must be delivered to the City meter shop for testing and picked up promptly after testing, all at the expense of the Village of Worth prior to installation by them. 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 Village of Worth shall provide a tee and valve downstream of each meter installed in each meter vault. The tee and valve shall be a minimum of two inches pipe size. The Village of Worth shall provide one one-inch pipe size test tap in the inlet pipe ahead of the header pipe.

(21) 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 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 Village of Worth shall pay for repairs and replacements made.

(22) 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 Village of Worth. 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.

(23) The Village of Worth shall assure that reservoirs of sufficient capacity are provided in its entire system including its own system and the entities served to store twice the annual daily average allocation of water to the Village of Worth and the entities furnished water by the Village of Worth 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 Village of Worth and the entities furnished water by the Village of Worth Water System shall be considered in meeting this

requirement. The Village of Worth 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.

(24) Charges for water furnished to the Village of Worth shall be at a rate no greater than that for large quantities of water furnished through meters to customers inside the City, said rate being fixed by City Ordinance.

(25) The Village of Worth 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 has caused this contract to be signed in sextuplicate originals (each executed copy constituting an original) by the Commissioner, countersigned by its Comptroller, approved by its Mayor, and its Corporate Seal to be hereto affixed and duly attested by its Clerk: The Village of Worth has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by their respective Mayor of the Village and its Corporate Seal to be hereto affixed, duly attested by its Clerk, on the date and year first above written.

[Signature forms omitted for printing purposes.]

---

#### EXECUTION OF WATER SUPPLY CONTRACT WITH CITY OF CALUMET CITY.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 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 with the City of Calumet, Illinois, 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") possesses the power and authority to furnish water from the City's water mains to others; and

WHEREAS, In 1979, the City previously entered into an agreement to supply water to the City of Calumet; and

WHEREAS, This agreement provided that the City would furnish water from the City's water mains at the City limits, East 138th Street and South Brainard Avenue; and

WHEREAS, The water furnished was to be for consumers located within the corporate limits of Calumet City; and

WHEREAS, The City is willing to continue to supply water to the City of Calumet under substantially the same terms as in its previous agreement; now, therefore,

*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 City of Calumet. Such contract shall be substantially in the form as attached.

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

Water Supply Contract attached to this ordinance reads as follows:

*Water Supply Contract Between The City  
Of Chicago And The  
City Of Calumet City.*

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 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 called the "City", and the City of Calumet City, a municipal corporation, in Cook County, Illinois, located within the Metropolitan Water Reclamation District of Greater Chicago.

*Witnesseth:*

Whereas, The City and the City of Calumet City, entered into a ten year agreement on the 25th day of May, 1979 for the furnishing from the City's water main at the City limits, East 138th Street and South Brainard Avenue, a supply of water for consumers supplied by the City of Calumet City Water System not to exceed an annual average of 4,714,000 gallons per day in 1979, increasing to 4,731,000 gallons per day in 1989, with the maximum rate of flow from the City's mains not to exceed twice the annual average daily withdrawal; and

Whereas, The City is willing to renew its water supply contract with the City of Calumet City, and furnish water from existing connection to City's water mains at the City limits at East 138th Street and South Brainard Avenue;

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 City of Calumet City, and the City of Calumet City 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 ("Commissioner") from the City's water mains at the City limits at East 138th Street and South Brainard Avenue to be used by the City of Calumet City in supplying water to consumers located within the corporate limits of the City of Calumet City.



**B. Quantity Of Water To Be Furnished.**

(1) For consumers located within the corporate limits of the City of Calumet City, the following are quantities of water for the years included:

Year	Annual Average Daily Quantity In Gallons
1989	4,731,000
1990	4,733,000
1991	4,728,000
1992	4,723,000
1993	4,719,000
1994	4,714,000
1995	4,709,000
1996	4,704,000
1997	4,699,000
1998	4,695,000

The individual consumers' quantities of water are included in the allocations made to the City of Calumet City. These quantities of water in accordance with the allocations made to the City of Calumet City by Opinion and 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 the City of Calumet City.

(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 shall not exceed twice the annual average daily contracted amount.

(3) The City of Calumet City 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 meter vault on existing water service connection to City's water main at the City limits at its connection at East 138th Street and South Brainard Avenue in order to regulate the

flow of water as herein provided. When requested by the Commissioner, the City of Calumet City shall provide the necessary equipment to transmit pressures and convert the manually operated flow control valves to remotely controlled 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 City of Calumet City. 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.

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 option of the City of Calumet City to renew said contract for successive like terms, written notice thereof to be submitted to the City 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 as to bind the City 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 contract 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 City of Calumet City.

(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 contract and furnishing water hereunder.

(7) The City of Calumet City may, by permission of the Commissioner, in an emergency, supply water to other City water users who have been previously authorized an emergency connection.

## II. Reporting Requirement.

(8) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the City of Calumet City agrees to submit to the Commissioner a written copy of the prevailing water rate schedule as applicable to its water customers. It shall include all rates and relevant information and the premise on which rates have been furnished.

(9) The City of Calumet City 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 customers.

## III. Reservations.

(10) In the event of a default in payment of a water bill by the City of Calumet City, the City reserves the right to require the City of Calumet City 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.

(11) 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 City of Calumet City.

## IV. Water Quality.

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

(13) The City of Calumet City 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.

(14) The City of Calumet City 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 vaults.

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

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

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

#### V. Equipment Operation.

(18) The City of Calumet City 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.

(19) The City of Calumet City shall provide and maintain any and all devices expressly requested by the Commissioner for the purpose of controlling, measuring, transmitting and recording of pressures, reservoir levels and other required operational information.

(20) The City of Calumet City shall provide the meters, vaults with sump pumps and related devices, adhering to City standard practices, for measuring the supply of water furnished. Meters provided must be delivered to the City meter shop for testing and picked up promptly after testing, all at the expense of the City of Calumet City prior to installation by them. 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 City of Calumet City shall provide a tee and valve downstream of each meter installed in each meter vault. The tee and valve shall be a minimum of two inches pipe size. The City of Calumet City shall provide one one-inch pipe size test tap in the inlet pipe ahead of the header pipe.

(21) 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 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 City of Calumet City shall pay for repairs and replacements made.

(22) 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 City of Calumet City. 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.

(23) The City of Calumet City shall assure that reservoirs of sufficient capacity are provided in its entire system including its own system and the entities served to store twice the annual daily average allocation of water to the City of Calumet City and the entities furnished water by the City of Calumet City 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 City of Calumet City and the entities furnished water by the City of Calumet City Water System shall be considered in meeting this

requirement. The City of Calumet City 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.**

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

(25) The City of Calumet City 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 has caused this contract to be signed in sextuplicate originals (each executed copy constituting an original) by the Commissioner, countersigned by its Comptroller, approved by its Mayor, and its Corporate Seal to be hereto affixed and duly attested by its Clerk: The City of Calumet City has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by their respective Mayor of the City of Calumet City and its Corporate Seal to be hereto affixed, duly attested by its Clerk, on the date and year first above written.

[Signature forms omitted for printing purposes.]

---

**EXECUTION OF WATER SUPPLY CONTRACT WITH CENTRAL  
STICKNEY SANITARY DISTRICT.**

The Committee on Finance submitted the following report:

CHICAGO, September 13, 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 with the Central Stickney Sanitary 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") possesses the power and authority to furnish water from the City's water mains to others; and

WHEREAS, In 1979, the City previously entered into an agreement to supply water to the Central Stickney Sanitary District; and

WHEREAS, This agreement provided that the City would furnish water from the City's water mains at the City limits, South Laramie Avenue and West 50th Street; and

WHEREAS, The water furnished was to be for consumers located within the corporate limits of the Sanitary District; and

WHEREAS, The City is willing to continue to supply water to the Sanitary District under substantially the same terms as in its previous agreement; now, therefore,

*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 Central Stickney Sanitary District. Such contract shall be substantially in the form as attached.

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

Water Supply Contract attached to this ordinance reads as follows:

*Water Supply Contract Between The City  
Of Chicago And The  
Central Stickney Sanitary District.*

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_ A.D., 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 called the "City", and the Central Stickney Sanitary District, a municipal corporation, in Cook County, Illinois, located within the Metropolitan Water Reclamation District of Greater Chicago.

*Witnesseth:*

Whereas, The City and the Central Stickney Sanitary District, entered into a ten year agreement on the 4th day of September, 1979 for the furnishing from the City's water main at the City limits, South Laramie Avenue and West 50th Street, a supply of water for consumers supplied by the Central Stickney Sanitary District Water System not to exceed an annual average of 137,000 gallons per day in 1979, increasing to 138,000 gallons per day in 1989, with the maximum rate of flow from the City's mains not to exceed twice the annual average daily withdrawal; and

Whereas, The City is willing to renew its water supply contract with the Central Stickney Sanitary District, and furnish water from existing connection to City's water mains at the City limits at South Laramie Avenue and West 50th Street;

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 Central Stickney Sanitary District, and the Central Stickney Sanitary District 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 ("Commissioner") from the City's water mains at the City limits at South Laramie Avenue and West 50th Street to be used by the Central

Stickney Sanitary District in supplying water to consumers located within the corporate limits of the Central Stickney Sanitary District.

**B. Quantity Of Water To Be Furnished.**

(1) For consumers located within the corporate limits of the Central Stickney Sanitary District, the following are quantities of water for the years included:

Year	Annual Average Daily Quantity In Gallons
1989	1,138,000
1990	1,138,000
1991	1,138,000
1992	1,138,000
1993	1,138,000
1994	1,138,000
1995	1,138,000
1996	1,139,000
1997	1,139,000
1998	1,139,000

The individual consumers' quantities of water are included in the allocations made to the Central Stickney Sanitary District. These quantities of water in accordance with the allocations made to the Central Stickney Sanitary District by Opinion and 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 the Central Stickney Sanitary District.

(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 shall not exceed twice the annual average daily contracted amount.



(3) The Central Stickney Sanitary District 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 meter vault on existing water service connection to City's water main at the City limits at its connection at South Laramie Avenue and West 50th Street in order to regulate the flow of water as herein provided. When requested by the Commissioner, the Central Stickney Sanitary District shall provide the necessary equipment to transmit pressures and convert the manually operated flow control valves to remotely controlled 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 Central Stickney Sanitary District. 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.

### 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 option of the Central Stickney Sanitary District to renew said contract for successive like terms, written notice thereof to be submitted to the City 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 as to bind the City 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 contract 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 Central Stickney Sanitary District.

(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 contract and furnishing water hereunder.

(7) The Central Stickney Sanitary District may, by permission of the Commissioner, in an emergency, supply water to other City water users who have been previously authorized an emergency connection.

## II. Reporting Requirement.

(8) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the Central Stickney Sanitary District agrees to submit to the Commissioner a written copy of the prevailing water rate schedule as applicable to its water customers. It shall include all rates and relevant information and the premise on which rates have been furnished.

(9) The Central Stickney Sanitary District 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 customers.

## III. Reservations.

(10) In the event of a default in payment of a water bill by the Central Stickney Sanitary District, the City reserves the right to require the Central Stickney Sanitary District 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.

(11) 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 Central Stickney Sanitary District.

## IV. Water Quality.

(12) The City shall supply the Central Stickney Sanitary District with water of a quality commensurate with that furnished to its consumers within its City limits.

(13) The Central Stickney Sanitary District 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.

(14) The Central Stickney Sanitary District 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 vaults.

(15) The Central Stickney Sanitary District shall notify and keep the City informed of the responsible individual in charge of operations.

(16) The Central Stickney Sanitary District shall immediately notify the Commissioner of any emergency or condition which may affect the quality of water in either party's system.

(17) The City reserves the right to make inspections of those facilities which may affect the quality of the water supplied to the Central Stickney Sanitary District and to perform required tests.

#### V. Equipment Operation.

(18) The Central Stickney Sanitary District 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.

(19) The Central Stickney Sanitary District shall provide and maintain any and all devices expressly requested by the Commissioner for the purpose of controlling, measuring, transmitting and recording of pressures, reservoir levels and other required operational information.

(20) The Central Stickney Sanitary District shall provide the meters, vaults with sump pumps and related devices, adhering to City standard practices, for measuring the supply of water furnished. Meters provided must be delivered to the City meter shop for testing and picked up promptly after testing, all at the expense of the Central Stickney Sanitary District prior to installation by them. 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 Central Stickney Sanitary District shall provide a tee and valve downstream of each meter installed in each meter vault. The tee and valve shall be a minimum of two inches pipe size. The Central Stickney Sanitary District shall provide one one-inch pipe size test tap in the inlet pipe ahead of the header pipe.

(21) 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 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 Central Stickney Sanitary District shall pay for repairs and replacement made.

(22) 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 Central Stickney Sanitary District. 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.

(23) The Central Stickney Sanitary District shall assure that reservoirs of sufficient capacity are provided in its entire system including its own system and the entities served to store twice the annual daily average allocation of water to the Central Stickney Sanitary District and the entities furnished water by the Central Stickney Sanitary District 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 Central Stickney Sanitary District and the entities furnished water by the Central Stickney Sanitary District Water System shall be considered in meeting this requirement. The Central Stickney Sanitary District 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.

(24) Charges for water furnished to the Central Stickney Sanitary District shall be at a rate no greater than that for large quantities of water furnished through meters to customers inside the City, said rate being fixed by City Ordinance.

(25) The Central Stickney Sanitary District 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 has caused this contract to be signed in sextuplicate originals (each executed copy constituting an original) by the Commissioner, countersigned by its Comptroller, approved by its Mayor, and its Corporate Seal to be hereto affixed and duly attested by its Clerk. The Central Stickney Sanitary District has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by their respective President of the District and its Corporate Seal to be hereto affixed, duly attested by its Clerk, on the date and year first above written.

[Signature forms omitted for printing purposes.]

---

#### EXECUTION OF WATER SUPPLY CONTRACT WITH SOUTH STICKNEY SANITARY DISTRICT.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 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 with the South Stickney Sanitary 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") possesses the power and authority to furnish water from the City's water mains to others; and

WHEREAS, In 1979, the City previously entered into an agreement to supply water to the South Stickney Sanitary District; and

WHEREAS, This agreement provided that the City would furnish water from the City's water mains at the City limits, South Cicero Avenue and West 79th Street; and

WHEREAS, The water furnished was to be for consumers located within the corporate limits of the Sanitary District; and

WHEREAS, The City is willing to continue to supply water to the Sanitary District under substantially the same terms as in its previous agreement; now, therefore,

*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 South Stickney Sanitary District. Such contract shall be substantially in the form as attached.

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

Water Supply Contract attached to this ordinance reads as follows:

*Water Supply Contract Between The City  
Of Chicago And The  
South Stickney Sanitary District.*

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 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 called the "City", and the South Stickney Sanitary District, a municipal corporation, in Cook County, Illinois, located within the Metropolitan Water Reclamation District of Greater Chicago.

*Witnesseth:*

Whereas, The City and the South Stickney Sanitary District, entered into a ten year agreement on the 12th day of July, 1979 for the furnishing from the City's water main at the City limits, South Cicero Avenue and West 78th Street and South Cicero Avenue and West 79th Street, a supply of water for consumers supplied by the South Stickney Sanitary District Water System not to exceed an annual average of 2,576,000 gallons per day in 1979, increasing to 2,609,000 gallons per day in 1989, with the maximum rate of flow from the City's mains not to exceed twice the annual average daily withdrawal; and

Whereas, The City is willing to renew its water supply contract with the South Stickney Sanitary District, and furnish water from existing connection to City's water mains at the City limits at South Cicero Avenue and West 78th Street and South Cicero Avenue and West 79th Street;

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 South Stickney Sanitary District, and the South Stickney Sanitary District 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 ("Commissioner") from the City's water mains at the City limits at South Cicero Avenue and West 78th Street and South Cicero Avenue and West 79th Street to be used by the South Stickney Sanitary District in supplying water to consumers located within the corporate limits of the South Stickney Sanitary District.

B. Quantity Of Water To Be Furnished.

(1) For consumers located within the corporate limits of the South Stickney Sanitary District, the following are quantities of water for the years included:

Year	Annual Average Daily Quantity In Gallons
1989	2,609,000
1990	2,611,000
1991	2,604,000
1992	2,596,000
1993	2,589,000
1994	2,582,000
1995	2,575,000
1996	2,567,000
1997	2,560,000
1998	2,553,000

The individual consumers' quantities of water are included in the allocations made to the South Stickney Sanitary District. These quantities of water in accordance with the allocations made to the South Stickney Sanitary District by Opinion and 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 the South Stickney Sanitary District.

(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 shall not exceed twice the annual average daily contracted amount.

(3) The South Stickney Sanitary District 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 meter vault on existing water service connection to City's water main at the City limits at its connection at South Cicero Avenue and West 78th Street and South Cicero Avenue and West 79th Street in order to regulate the flow of water as herein provided. When requested by the Commissioner, the South Stickney Sanitary District shall provide the necessary equipment to transmit pressures and convert the manually operated flow control valves to remotely controlled 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 South Stickney Sanitary District. 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.

#### 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 option of the South Stickney Sanitary District to renew said contract for successive like terms, written notice thereof to be submitted to the City 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 as to bind the City 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 contract 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 South Stickney Sanitary District.



(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 contract and furnishing water hereunder.

(7) The South Stickney Sanitary District may, by permission of the Commissioner, in an emergency, supply water to other City water users who have been previously authorized an emergency connection.

## II. Reporting Requirement.

(8) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the South Stickney Sanitary District agrees to submit to the Commissioner a written copy of the prevailing water rate schedule as applicable to its water customers. It shall include all rates and relevant information and the premise on which rates have been furnished.

(9) The South Stickney Sanitary District 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 customers.

## III. Reservations.

(10) In the event of a default in payment of a water bill by the South Stickney Sanitary District, the City reserves the right to require the South Stickney Sanitary District 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.

(11) 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 South Stickney Sanitary District.

## IV. Water Quality.

(12) The City shall supply the South Stickney Sanitary District with water of a quality commensurate with that furnished to its consumers within its City limits.

(13) The South Stickney Sanitary District 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.

(14) The South Stickney Sanitary District 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 vaults.

(15) The South Stickney Sanitary District shall notify and keep the City informed of the responsible individual in charge of operations.

(16) The South Stickney Sanitary District shall immediately notify the Commissioner of any emergency or condition which may affect the quality of water in either party's system.

(17) The City reserves the right to make inspections of those facilities which may affect the quality of the water supplied to the South Stickney Sanitary District and to perform required tests.

#### V. Equipment Operation.

(18) The South Stickney Sanitary District 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.

(19) The South Stickney Sanitary District shall provide and maintain any and all devices expressly requested by the Commissioner for the purpose of controlling, measuring, transmitting and recording of pressures, reservoir levels and other required operational information.

(20) The South Stickney Sanitary District shall provide the meters, vaults with sump pumps and related devices, adhering to City standard practices, for measuring the supply of water furnished. Meters provided must be delivered to the City meter shop for testing and picked up promptly after testing, all at the expense of the South Stickney Sanitary District prior to installation by them. 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 South Stickney Sanitary District shall provide a tee and valve downstream of each meter installed in each meter vault. The tee and valve shall be a minimum of two inches pipe size. The South Stickney Sanitary District shall provide one one-inch pipe size test tap in the inlet pipe ahead of the header pipe.

(21) 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 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 South Stickney Sanitary District shall pay for repairs and replacement made.

(22) 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 South Stickney Sanitary District. 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.

(23) The South Stickney Sanitary District shall assure that reservoirs of sufficient capacity are provided in its entire system including its own system and the entities served to store twice the annual daily average allocation of water to the South Stickney Sanitary District and the entities furnished water by the South Stickney Sanitary District 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 South Stickney Sanitary District and the entities furnished water by the South Stickney Sanitary District Water System shall be considered in meeting this requirement. The South Stickney Sanitary District 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.

(24) Charges for water furnished to the South Stickney Sanitary District shall be at a rate no greater than that for large quantities of water furnished through meters to customers inside the City, said rate being fixed by City Ordinance.

(25) The South Stickney Sanitary District 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 has caused this contract to be signed in sextuplicate originals (each executed copy constituting an original) by the Commissioner, countersigned by its Comptroller, approved by its Mayor, and its Corporate Seal to be hereto affixed and duly attested by its Clerk: The South Stickney Sanitary District has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by their respective President of the District and its Corporate Seal to be hereto affixed, duly attested by its Clerk, on the date and year first above written.

[Signature forms omitted for printing purposes.]

EXECUTION OF WATER SUPPLY CONTRACT WITH VILLAGE  
OF LINCOLNWOOD.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 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 with the Village of Lincolnwood, Illinois, 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") possesses the power and authority to furnish water from the City's water mains to others; and

WHEREAS, In 1979, the City previously entered into an agreement to supply water to the Village of Lincolnwood; and

WHEREAS, This agreement provided that the City would furnish water from the City's water mains at the City limits, North Cicero Avenue and West Devon Avenue and North Pulaski Road and West Devon Avenue; and

WHEREAS, The water furnished was to be for consumers located within the corporate limits of the Village; and

WHEREAS, The City is willing to continue to supply water to the Village under substantially the same terms as in its previous agreement; now, therefore,

*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 Village of Lincolnwood. Such contract shall be substantially in the form as attached.

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

Water Supply Contract attached to this ordinance reads as follows:

*Water Supply Contract Between The City  
Of Chicago And The  
Village Of Lincolnwood.*

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 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 called the "City", and the Village of Lincolnwood, a municipal corporation, in Cook County, Illinois, located within the Metropolitan Water Reclamation District of Greater Chicago.

*Witnesseth:*

Whereas, The City and the Village of Lincolnwood, entered into a ten year agreement on the 15th day of November, 1979 for the furnishing from the City's water main at the City limits, North Cicero Avenue and West Devon Avenue and North Pulaski Road and West Devon Avenue, a supply of water for consumers supplied by the Village of Lincolnwood Water System not to exceed an annual average of 2,487,000 gallons per day in 1979,

increasing to 2,522,000 gallons per day in 1989, with the maximum rate of flow from the City's mains not to exceed twice the annual average daily withdrawal; and

Whereas, The City is willing to renew its water supply contract with the Village of Lincolnwood, and furnish water from existing connection to City's water mains at the City limits at North Cicero Avenue and West Devon Avenue and North Pulaski Road and West Devon Avenue;

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 Village of Lincolnwood, and the Village of Lincolnwood 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 ("Commissioner") from the City's water mains at the City limits at North Cicero Avenue and West Devon Avenue and North Pulaski Road and West Devon Avenue to be used by the Village of Lincolnwood in supplying water to consumers located within the corporate limits of the Village of Lincolnwood.

**B. Quantity Of Water To Be Furnished.**

(1) For consumers located within the corporate limits of the Village of Lincolnwood, the following are quantities of water for the years included:

Year	Annual Average Daily Quantity In Gallons
1989	2,522,000
1990	2,526,000
1991	2,525,000
1992	2,523,000
1993	2,522,000
1994	2,520,000
1995	2,519,000

Year	Annual Average Daily Quantity In Gallons
1996	2,518,000
1997	2,516,000
1998	2,515,000

The individual consumers' quantities of water are included in the allocations made to the Village of Lincolnwood. These quantities of water in accordance with the allocations made to the Village of Lincolnwood by Opinion and 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 the Village of Lincolnwood.

(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 shall not exceed twice the annual average daily contracted amount.

(3) The Village of Lincolnwood 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 meter vault on existing water service connection to City's water main at the City limits at its connection at North Cicero Avenue and West Devon Avenue and North Pulaski Road and West Devon Avenue in order to regulate the flow of water as herein provided. When requested by the Commissioner, the Village of Lincolnwood shall provide the necessary equipment to transmit pressures and convert the manually operated flow control valves to remotely controlled 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 Village of Lincolnwood. 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.

#### 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 option of the Village of Lincolnwood to renew said contract for successive like terms, written notice thereof to be submitted to the City 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 as to bind the City 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 contract 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 Village of Lincolnwood.

(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 contract and furnishing water hereunder.

(7) The Village of Lincolnwood may, by permission of the Commissioner, in an emergency, supply water to other City water users who have been previously authorized an emergency connection.

## II. Reporting Requirement.

(8) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the Village of Lincolnwood agrees to submit to the Commissioner a written copy of the prevailing water rate schedule as applicable to its water customers. It shall include all rates and relevant information and the premise on which rates have been furnished.

(9) The Village of Lincolnwood 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 customers.

## III. Reservations.

(10) In the event of a default in payment of a water bill by the Village of Lincolnwood, the City reserves the right to require the Village of Lincolnwood 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.



(11) 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 Village of Lincolnwood.

#### IV. Water Quality.

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

(13) The Village of Lincolnwood 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.

(14) The Village of Lincolnwood 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 vaults.

(15) The Village of Lincolnwood shall notify and keep the City informed of the responsible individual in charge of operations.

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

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

#### V. Equipment Operation.

(18) The Village of Lincolnwood 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.

(19) The Village of Lincolnwood shall provide and maintain any and all devices expressly requested by the Commissioner for the purpose of controlling, measuring, transmitting and recording of pressures, reservoir levels and other required operational information.

(20) The Village of Lincolnwood shall provide the meters, vaults with sump pumps and related devices, adhering to City standard practices, for measuring the supply of water furnished. Meters provided must be delivered to the City meter shop for testing and picked

up promptly after testing, all at the expense of the Village of Lincolnwood prior to installation by them. 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 Village of Lincolnwood shall provide a tee and valve downstream of each meter installed in each meter vault. The tee and valve shall be a minimum of two inches pipe size. The Village of Lincolnwood shall provide one one-inch pipe size test tap in the inlet pipe ahead of the header pipe.

(21) 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 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 Village of Lincolnwood shall pay for repairs and replacement made.

(22) 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 Village of Lincolnwood. 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.

(23) The Village of Lincolnwood shall assure that reservoirs of sufficient capacity are provided in its entire system including its own system and the entities served to store twice the annual daily average allocation of water to the Village of Lincolnwood and the entities furnished water by the Village of Lincolnwood 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 Village of Lincolnwood and the entities furnished water by the Village of Lincolnwood Water System shall be considered in meeting this requirement. The Village of Lincolnwood 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.

(24) Charges for water furnished to the Village of Lincolnwood shall be at a rate no greater than that for large quantities of water furnished through meters to customers inside the City, said rate being fixed by City Ordinance.

(25) The Village of Lincolnwood 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 has caused this contract to be signed in sextuplicate originals (each executed copy constituting an original) by the Commissioner, countersigned by its Comptroller, approved by its Mayor, and its Corporate Seal to be hereto affixed and duly attested by its Clerk: The Village of Lincolnwood has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by

their respective Mayor of the Village and its Corporate Seal to be hereto affixed, duly attested by its Clerk, on the date and year first above written.

[Signature forms omitted for printing purposes.]

---

EXECUTION OF WATER SUPPLY CONTRACT WITH  
VILLAGE OF FOREST PARK.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 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 with the Village of Forest Park, Illinois, 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") possesses the power and authority to furnish water from the City's water mains to others; and

WHEREAS, In 1979, the City previously entered into an agreement to supply water to the Village of Forest Park; and

WHEREAS, This agreement provided that the City would furnish water from the City's water mains at the City limits, South Austin Boulevard and West Jackson Boulevard; and

WHEREAS, The water furnished was to be for consumers located within the corporate limits of the Village; and

WHEREAS, The City is willing to continue to supply water to the Village under substantially the same terms as in its previous agreement; now, therefore,

*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 Village of Forest Park. Such contract shall be substantially in the form as attached.

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

Water Supply Contract attached to this ordinance reads as follows:

*Water Supply Contract Between The City  
Of Chicago And The  
Village Of Forest Park.*

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 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 called the "City", and the Village of Forest Park, a municipal corporation, in Cook County, Illinois, located within the Metropolitan Water Reclamation District of Greater Chicago.

*Witnesseth:*

Whereas, The City and the Village of Forest Park, entered into a ten year agreement on the 13th day of August, 1979 for the furnishing from the City's water main at the City limits, South Austin Boulevard and West Jackson Boulevard, a supply of water for consumers supplied by the Village of Forest Park Water System not to exceed an annual average of 2,116,000 gallons per day in 1979, decreasing to 2,051,000 gallons per day in 1989, with the maximum rate of flow from the City's mains not to exceed twice the annual average daily withdrawal; and

Whereas, The City is willing to renew its water supply contract with the Village of Forest Park, and furnish water from existing connection to City's water mains at the City limits at South Austin Boulevard and West Jackson Boulevard;

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 Village of Forest Park, and the Village of Forest Park 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 ("Commissioner") from the City's water mains at the City limits at South Austin Boulevard and West Jackson Boulevard to be used by the Village of Forest Park in supplying water to consumers located within the corporate limits of the Village of Forest Park.

**B. Quantity Of Water To Be Furnished.**

(1) For consumers located within the corporate limits of the Village of Forest Park, the following are quantities of water for the years included:

Year	Annual Average Daily Quantity In Gallons
1989	2,051,000
1990	2,053,000
1991	2,052,000
1992	2,052,000

Year	Annual Average Daily Quantity In Gallons
1993	2,051,000
1994	2,051,000
1995	2,050,000
1996	2,049,000
1997	2,049,000
1998	2,048,000

The individual consumers' quantities of water are included in the allocations made to the Village of Forest Park. These quantities of water in accordance with the allocations made to the Village of Forest Park by Opinion and 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 the Village of Forest Park.

(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 shall not exceed twice the annual average daily contracted amount.

(3) The Village of Forest Park 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 meter vault on existing water service connection to City's water main at the City limits at its connection at South Austin Boulevard and West Jackson Boulevard in order to regulate the flow of water as herein provided. When requested by the Commissioner, the Village of Forest Park shall provide the necessary equipment to transmit pressures and convert the manually operated flow control valves to remotely controlled 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 Village of Forest Park. 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.

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 option of the Village of Forest Park to renew said contract for successive like terms, written notice thereof to be submitted to the City 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 as to bind the City 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 contract 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 Village of Forest Park.

(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 contract and furnishing water hereunder.

(7) The Village of Forest Park may, by permission of the Commissioner, in an emergency, supply water to other City water users who have been previously authorized an emergency connection.

II. Reporting Requirement.

(8) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the Village of Forest Park agrees to submit to the Commissioner a written copy of the prevailing water rate schedule as applicable to its water customers. It shall include all rates and relevant information and the premise on which rates have been furnished.

(9) The Village of Forest Park 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 customers.

### III. Reservations.

(10) In the event of a default in payment of a water bill by the Village of Forest Park, the City reserves the right to require the Village of Forest Park 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.

(11) 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 Village of Forest Park.

### IV. Water Quality.

(12) The City shall supply the Village of Forest Park with water of a quality commensurate with that furnished to its consumers within its City limits.

(13) The Village of Forest Park 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.

(14) The Village of Forest Park 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 vaults.

(15) The Village of Forest Park shall notify and keep the City informed of the responsible individual in charge of operations.

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

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



V. Equipment Operation.

(18) The Village of Forest Park 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.

(19) The Village of Forest Park shall provide and maintain any and all devices expressly requested by the Commissioner for the purpose of controlling, measuring, transmitting and recording of pressures, reservoir levels and other required operational information.

(20) The Village of Forest Park shall provide the meters, vaults with sump pumps and related devices, adhering to City standard practices, for measuring the supply of water furnished. Meters provided must be delivered to the City meter shop for testing and picked up promptly after testing, all at the expense of the Village of Forest Park prior to installation by them. 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 Village of Forest Park shall provide a tee and valve downstream of each meter installed in each meter vault. The tee and valve shall be a minimum of two inches pipe size. The Village of Forest Park shall provide one one-inch pipe size test tap in the inlet pipe ahead of the header pipe.

(21) 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 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 Village of Forest Park shall pay for repairs and replacement made.

(22) 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 Village of Forest Park. 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.

(23) The Village of Forest Park shall assure that reservoirs of sufficient capacity are provided in its entire system including its own system and the entities served to store twice the annual daily average allocation of water to the Village of Forest Park and the entities furnished water by the Village of Forest Park 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 Village of Forest Park and the entities furnished water by the Village of Forest Park Water System shall be considered in meeting this requirement. The Village of Forest Park 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.

(24) Charges for water furnished to the Village of Forest Park shall be at a rate no greater than that for large quantities of water furnished through meters to customers inside the City, said rate being fixed by City Ordinance.

(25) The Village of Forest Park 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 has caused this contract to be signed in sextuplicate originals (each executed copy constituting an original) by the Commissioner, countersigned by its Comptroller, approved by its Mayor, and its Corporate Seal to be hereto affixed and duly attested by its Clerk: The Village of Forest Park has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by their respective Mayor of the Village and its Corporate Seal to be hereto affixed, duly attested by its Clerk, on the date and year first above written.

[Signature forms omitted for printing purposes.]

---

EXECUTION OF WATER SUPPLY CONTRACT WITH VILLAGE  
OF RIVER FOREST.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 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 with the Village of River Forest, Illinois, 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") possesses the power and authority to furnish water from the City's water mains to others; and

WHEREAS, In 1979, the City previously entered into an agreement to supply water to the Village of River Forest; and

WHEREAS, This agreement provided that the City would furnish water from the City's water mains at the City limits, North Harlem Avenue and West North Avenue; and

WHEREAS, The water furnished was to be for consumers located within the corporate limits of the Village; and

WHEREAS, The City is willing to continue to supply water to the Village under substantially the same terms as in its previous agreement; now, therefore,

*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 Village of River Forest. Such contract shall be substantially in the form as attached.

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

Water Supply Contract attached to this ordinance reads as follows:

*Water Supply Contract Between The City  
Of Chicago And The  
Village Of River Forest.*

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 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 called the "City", and the Village of River Forest, a municipal corporation, in Cook County, Illinois, located within the Metropolitan Water Reclamation District of Greater Chicago.

*Witnesseth:*

Whereas, The City and the Village of River Forest, entered into a ten year agreement on the 10th day of December, 1979 for the furnishing from the City's water main at the City limits, North Harlem Avenue and West North Avenue, a supply of water for consumers supplied by the Village of River Forest Water System not to exceed an annual average of 1,742,728 gallons per day in 1979, decreasing to 1,666,000 gallons per day in 1989, with the maximum rate of flow from the City's mains not to exceed twice the annual average daily withdrawal; and

Whereas, The City is willing to renew its water supply contract with the Village of River Forest, and furnish water from existing connection to City's water mains at the City limits at North Harlem Avenue and West North Avenue;

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 Village of River Forest, and the Village of River Forest 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 ("Commissioner") from the City's water mains at the City limits at North Harlem Avenue and West North Avenue to be used by the Village of River Forest in supplying water to consumers located within the corporate limits of the Village of River Forest.

**B. Quantity Of Water To Be Furnished.**

(1) For consumers located within the corporate limits of the Village of River Forest, the following are quantities of water for the years included:

Year	Annual Average Daily Quantity In Gallons
1989	1,666,000
1990	1,670,000
1991	1,672,000
1992	1,674,000
1993	1,676,000
1994	1,678,000
1995	1,680,000
1996	1,682,000
1997	1,684,000
1998	1,686,000

The individual consumers' quantities of water are included in the allocations made to the Village of River Forest. These quantities of water in accordance with the allocations made to the Village of River Forest by Opinion and 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 the Village of River Forest.

(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 shall not exceed twice the annual average daily contracted amount.

(3) The Village of River Forest 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 meter vault on existing water service connection to City's water main at the City limits at its connection at North Harlem Avenue and West North Avenue in order to

regulate the flow of water as herein provided. When requested by the Commissioner, the Village of River Forest shall provide the necessary equipment to transmit pressures and convert the manually operated flow control valves to remotely controlled 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 Village of River Forest. 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 Village of River Forest for the years as indicated:

Year	Annual Average Daily Quantity In Gallons
1989	1,666,000
1990	1,670,000
1991	1,672,000
1992	1,674,000
1993	1,676,000
1994	1,678,000
1995	1,680,000
1996	1,682,000
1997	1,684,000
1998	1,686,000

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 option of the Village of River Forest to renew said contract for successive like terms, written notice thereof to be submitted to the City 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 as to bind the City 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 contract 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 Village of River Forest.

(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 contract and furnishing water hereunder.

(7) The Village of River Forest may, by permission of the Commissioner, in an emergency, supply water to other City water users who have been previously authorized an emergency connection.

## II. Reporting Requirement.

(8) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the Village of River Forest agrees to submit to the Commissioner a written copy of the prevailing water rate schedule as applicable to its water customers. It shall include all rates and relevant information and the premise on which rates have been furnished.

(9) The Village of River Forest 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 customers.

## III. Reservations.

(10) In the event of a default in payment of a water bill by the Village of River Forest, the City reserves the right to require the Village of River Forest 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.

(11) 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 Village of River

forest.

#### IV. Water Quality.

(12) The City shall supply the Village of River Forest with water of a quality commensurate with that furnished to its consumers within its City limits.

(13) The Village of River Forest 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.

(14) The Village of River Forest 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 vaults.

(15) The Village of River Forest shall notify and keep the City informed of the responsible individual in charge of operations.

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

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

#### V. Equipment Operation.

(18) The Village of River Forest 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.

(19) The Village of River Forest shall provide and maintain any and all devices expressly requested by the Commissioner for the purpose of controlling, measuring, transmitting and recording of pressures, reservoir levels and other required operational information.

(20) The Village of River Forest shall provide the meters, vaults with sump pumps and related devices, adhering to City standard practices, for measuring the supply of water furnished. Meters provided must be delivered to the City meter shop for testing and picked up promptly after testing, all at the expense of the Village of River Forest prior to installation by them. 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 Village of River Forest shall provide a tee and valve downstream of each meter installed in each meter vault. The tee and valve shall be a minimum of two inches pipe size. The Village of River Forest shall provide one one-inch pipe size test tap in the inlet pipe ahead of the header pipe.

(21) 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 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 Village of River Forest shall pay for repairs and replacements made.

(22) 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 Village of River Forest. 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.

(23) The Village of River Forest shall assure that reservoirs of sufficient capacity are provided in its entire system including its own system and the entities served to store twice the annual daily average allocation of water to the Village of River Forest and the entities furnished water by the Village of River Forest 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 Village of River Forest and the entities furnished water by the Village of River Forest Water System shall be considered in meeting this requirement. The Village of River Forest 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.

(24) Charges for water furnished to the Village of River Forest shall be at a rate no greater than that for large quantities of water furnished through meters to customers inside the City, said rate being fixed by City Ordinance.

(25) The Village of River Forest 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 has caused this contract to be signed in sextuplicate originals (each executed copy constituting an original) by the Commissioner, countersigned by its Comptroller, approved by its Mayor, and its Corporate Seal to be hereto affixed and duly attested by its Clerk: The Village of River Forest has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by their respective President of the Village and its Corporate Seal to be hereto affixed, duly attested by its Clerk, on the date and year first above written.

[Signature forms omitted for printing purposes.]

---

AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS  
FOR CERTAIN CHARITABLE, EDUCATIONAL  
AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, to which had been referred (February 1, March 29, April 26, May 24 and July 19, 1989) sundry proposed ordinances transmitted therewith, to authorize the issuance of free permits 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 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 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

Alderman Beavers 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):

*Moody Bible Institute.*

*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 Moody Bible Institute, for the construction of an athletic facility on the premises known as 930 North Wells Street.

Said building shall be used exclusively for athletic 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.*

*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, for electrical work on the premises known as 5500 North St. Louis Avenue.

Said building shall be used exclusively for educational 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.

---

*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 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.

---

*Unity Church.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Unity Church, for electrical installations on the premises known as 1925 West Thome 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.

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

---

*Wright College.*

*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 Wright College, for laying the foundation for the new structure on the premises known as the southwest corner of West Montrose Avenue and North Narragansett Avenue.

Said building shall be used exclusively for educational 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.

---

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

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, to which had been referred (February 1, March 29, April 26, May 24 and July 19, 1989) sundry proposed ordinances transmitted therewith, to authorize license fee exemptions and cancellation of existing water rates 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 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 transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

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

*Day Care Centers.*

*Congregation Kins Of West Rogers Park.*

*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:

Congregation Kins of West Rogers Park  
2800 West North Shore Avenue.

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

---

*Moody Church Early Childhood Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Moody Church Early Childhood Center  
1609 North LaSalle Street.

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

---

*Norwood Park Presbyterian Church  
Day Care Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Norwood Park Presbyterian Church Day Care Center  
5849 North Nina Avenue.

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

---

*The Salvation Army.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care

center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

The Salvation Army  
1501 West 87th Street and 8700 South Laflin Street.

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

---

*Washington Park South Early Childhood  
Learning Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

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

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

---

*Wings Preschool, Incorporated.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is



hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Wings Preschool, Incorporated  
6337 West Cornelia Avenue.

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

---

*Homes.*

*Augustana Center.*

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

SECTION 1. Pursuant to Section 136-5 of the the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Augustana Center, 7464 North Sheridan 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.

---

*The United Methodist Home For The Aged.*

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

SECTION 1. Pursuant to Section 137-5 of the the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following home that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of home license fee for the year 1989:

The United Methodist Home for the Aged  
1415 West Foster Avenue.

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

---

*Hospital.*

*Roseland Community Hospital.*

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

SECTION 1. Pursuant to Section 137-6 of the 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:

Roseland Community Hospital  
45 West 111th Street.

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

---

CANCELLATION OF EXISTING WATER RATES.

*Greater New Jerusalem Church.*

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to exempt the Greater New Jerusalem Church, 144 East 111th Street, from the payment of the existing water rates in the amount of \$310.91 -- Account No. 7-7770-00-0480-8.

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

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, September 13, 1989.

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

Your Committee on Finance, to which had been referred on July 19, 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered.* That the City Comptroller is 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
Center for the Rehabilitation and Training of Persons with Disabilities 2032 North Clybourn Avenue	B1-905257	\$23.00
	B1-905258	34.50
	B1-905259	34.50
	B1-905034 (Bldg.)	46.00
Children's Memorial Hospital (various locations)	B4-300616	80.00
	B4-400208	80.00
	B4-400475	40.00
	B4-400476	80.00
	B4-500272	40.00
	B4-500273	80.00
	B4-400474	103.50
	B4-300501 (Inst.)	60.00
	P1-408935 (Fuel Burn. Equip.)	20.00
Gordon Technical High School 3601 North California Avenue	C2-900941 (Refrig.)	656.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Grant Hospital of Chicago 550 West Webster Avenue	F5-700459 (Ramp)	\$100.00
Inner City Impact 2704 West North Avenue	A1-901717 (Elev.)	60.00
Norwegian Lutheran Bethesda Home and Retirement Center 2833 North Nordica Avenue	P1-901888 (Fuel Burn. Equip.)	238.00
Polish American Veterans Post 90 6005 West Irving Park Road	B1-905094 (Bldg.)	34.50
Saint Bronislava's Church 8707 South Colfax Avenue	B1-905521 (Bldg.)	23.00
Saint Francis Xavier Cabrini Hospital 801 South Lytle Street	A1-901918 (Elev.)	240.00
Saint Joseph Home for the Aged 2650 North Ridgeway Avenue	A1-902673 (Elev.)	180.00
William M. Scholl College of Podiatric Medicine 1001 North Dearborn Street	F4-903016 (Mech. Vent.)	282.50

---

INSTALLATION OF ALLEY LIGHTS AT  
SPECIFIED LOCATIONS.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration three (3) orders authorizing the installation of alley lights at various locations:

Alderman Beavers	Alley light -- 8033 South Essex Avenue;
	Alley light -- 8033 South Kingston Avenue; and
Alderman Streeter	Alley light -- 7741 South Ada Street,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the three (3) proposed 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*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):

*7741 South Ada Street.*

*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 7741 South Ada Street.

---

*8033 South Essex Avenue.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at 8033 South Essex Avenue.

---

*8033 South Kingston Avenue.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at 8033 South Kingston Avenue.

---

ESTABLISHMENT OF DEPRESSED CURBING ON  
PORTION OF SOUTH MALTA AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration an order submitted by Alderman Sheahan authorizing the establishment of depressed curbing for Malta Avenue, from West 103rd Street to 100 feet south thereof on the south side of 1350 West 103rd Street, Marshall Cleaners, 1350 West 103rd Street, having had the same under

advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schalter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the establishment of depressed curbing on Malta Avenue from West 103rd Street to 100 feet south thereof on the south side of 1350 West 103rd Street, Marshall Cleaners, 1350 West 103rd Street, 238-2425.

---

REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL POLICE  
EMPLOYED BY ROSELAND COMMUNITY HOSPITAL.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 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 Austin for the Roseland Community Hospital -- fifteen (15) 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

**SECTION 1.** Pursuant to Section 173-6 of the Municipal Code of Chicago, the following charitable institution employs fifteen (15) special police and shall pay a fee of \$10.00 per license for the year 1989:

Roseland Community Hospital  
45 West 111th Street.

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

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, September 13, 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to issue vouchers, in conformity with schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims

pending 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 4321  
through 4325 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 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  
4326 of this Journal.]

---

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

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

(Continued on page 4327)

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/13/89

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ANDERSON	EDGAR	POLICE OFFICER	THIRD DISTRICT	12/10/88 614.00
ASHMUN	ALBERT J	POLICE OFFICER	EIGHTH DISTRICT	10/22/88 29.00
AYERS	THOMAS F	POLICE OFFICER	THIRD DISTRICT	3/27/87 172.00
BAJENSKI	LEONARD R	POLICE OFFICER	VICE CONTROL SECTION	1/31/89 181.00
BICKLER	JOHN J	POLICE OFFICER	PATROL DIVISION-ADMINISTRATION	8/23/88 60.00
BLAKE-BOKSA	STEVEN C	POLICE OFFICER	NINETEENTH DISTRICT	1/27/89 127.00
BRADY	PHILIP	POLICE OFFICER	NINETEENTH DISTRICT	1/23/89 146.00
BRESLIN	TERRENCE	POLICE OFFICER	FIFTEENTH DISTRICT	9/22/88 1019.00
BRESNAHAN	FRANK T	POLICE OFFICER	FIRST DISTRICT	1/18/89 342.30
BREZINSKI	JUDY L	POLICE OFFICER	RECRUIT TRAINING	1/25/89 507.00
BROGAN	PATRICK T	POLICE OFFICER	SEVENTEENTH DISTRICT	1/08/89 355.25
BROWN	DAVID	POLICE OFFICER	FIFTH DISTRICT	1/06/89 118.50
BROWN	KENNETH	POLICE OFFICER	FIFTH DISTRICT	1/30/89 17.00
BRUNDAGE-WRIGHT	CATHERINE C	POLICE OFFICER	SIXTH DISTRICT	1/16/89 227.50
BURGO	FRANK	POLICE OFFICER	FOURTEENTH DISTRICT	1/07/89 451.25
CAMPBELL	CLARK B	POLICE OFFICER	SEVENTH DISTRICT	1/19/89 300.00
CARLO	JAMES	POLICE OFFICER	FIRST DISTRICT	4/06/84 25.00
CASEY	DANIEL E	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/09/89 139.00
CELLA	JOHN A	POLICE OFFICER	NINETEENTH DISTRICT	1/19/89 239.50
CIPUN	WALTER	POLICE OFFICER	FOURTEENTH DISTRICT	7/29/88 126.00
COLLINS	ELEANOR D	POLICE OFFICER	THIRD DISTRICT	1/02/89 58.00
COLLINS	LARRY O	POLICE OFFICER	FIFTH DISTRICT	1/15/89 334.63
CONONE	RALPH	POLICE OFFICER	DETAIL UNIT	1/14/89 329.00
CORDARO	ROBERT	POLICE OFFICER	THIRTEENTH DISTRICT	1/02/89 21.00
COREY	LAURENCE	POLICE OFFICER	YOUTH DIVISION ADMINISTRATION	1/30/89 968.60
COSTELLO	THOMAS J	POLICE OFFICER	FIFTH DISTRICT	1/12/89 94.00
COZZI	MICHAEL J	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/13/87 63.00
CURLEY	JOHN	POLICE OFFICER	EIGHTEENTH DISTRICT	1/11/89 577.25
DALEY	LEE	POLICE OFFICER	SEVENTH DISTRICT	1/25/89 221.00
DALEY	THOMAS J	POLICE OFFICER	EIGHTH DISTRICT	1/08/89 438.00
DAWAN	QUADIR N	POLICE OFFICER	THIRD DISTRICT	1/03/89 345.70
DELGADO	PATRICIA	POLICE OFFICER	FOURTEENTH DISTRICT	1/23/89 621.00
DELPILAR	JOSEPH J	POLICE OFFICER	ELEVENTH DISTRICT	1/07/89 424.50
DINKEL	CATHERINE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/17/89 169.00
DIPASQUALE	GERALD	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	1/04/89 261.00
DOBSON	DENNIS	POLICE OFFICER	TENTH DISTRICT	1/26/89 4152.35
DOIG	GREGORY	POLICE OFFICER	SIXTH DISTRICT	1/18/89 55.00
DONALY	JOE	POLICE OFFICER	RECRUIT TRAINING	1/03/89 240.00
DORNAN	THOMAS	POLICE OFFICER	THIRD DISTRICT	11/19/88 410.00
DUNSON	CARMELENA M	POLICE OFFICER	SEVENTH DISTRICT	1/28/89 288.00
EARNEST	CARSON	POLICE OFFICER	FOURTEENTH DISTRICT	1/07/89 260.00
EPHGRAVE	GEORGE F	POLICE OFFICER	ELEVENTH DISTRICT	1/10/89 73.00
EPTING	RENEE	POLICE OFFICER	SEVENTH DISTRICT	1/05/89 364.50
EVANS	JUDE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/19/89 242.38
FAULKNER	BRIAN J	POLICE OFFICER	EIGHTH DISTRICT	1/15/89 200.39
FAULKNER	BRIAN J	POLICE OFFICER	EIGHTH DISTRICT	1/23/89 202.00
FIGLIOLI	DAVID	POLICE OFFICER	FOURTEENTH DISTRICT	1/11/89 202.75
FILIPKAK	WILLIAM W	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/06/88 33.00
FLORES	MIGUEL	POLICE OFFICER	THIRTEENTH DISTRICT	11/03/88 19.00

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/13/89

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL	
FORMAS	PAUL	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/31/89	60.00
FRANK	ALBERT M	POLICE OFFICER	FIFTH DISTRICT	12/03/88	50.00
FUDUA	DONALD	POLICE OFFICER	DETECTIVE DIV AREA 2 PROPERTY	12/12/88	285.75
GALBRETH	RICKY L	POLICE OFFICER	ELEVENTH DISTRICT	1/14/89	155.50
GALLIVAN	JOHN	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	1/18/89	226.20
GARRIDO	JOHN	POLICE OFFICER	TENTH DISTRICT	1/01/89	125.00
GHOSTON	DONALD P	POLICE OFFICER	SECOND DISTRICT	1/26/89	316.50
GIENKO	ROBERT J	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	1/24/89	154.00
GOFF	JAMES	POLICE OFFICER	NINETEENTH DISTRICT	1/19/89	279.00
GORTOWSKI	RONALD	POLICE OFFICER	ELEVENTH DISTRICT	1/16/89	137.00
GRANBERG	MICHAEL E	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	1/31/89	183.00
HACK	ANTHONY E	POLICE OFFICER	NINETEENTH DISTRICT	12/28/88	1015.75
HECK	ELIZABETH L	POLICE OFFICER	FOURTEENTH DISTRICT	12/18/88	15.00
HIGGS	MARK	POLICE OFFICER	SIXTEENTH DISTRICT	1/01/89	52.50
HIGHTOWER	FRANCOISE	POLICE OFFICER	SECOND DISTRICT	1/01/89	144.50
HOLEC	JOHN J	POLICE OFFICER	SEVENTEENTH DISTRICT	12/24/88	253.00
HOLMES	RICHARD	POLICE OFFICER	SEVENTEENTH DISTRICT	1/05/89	215.25
INGRAFFIA	SEBASTIAN	POLICE OFFICER	CANINE UNIT	12/05/86	11.00
JAGLOMSKI	GREGORY	POLICE OFFICER	YOUTH DIVISION AREA FOUR	9/22/88	36.50
JENKINS	JOHNNIE B	POLICE OFFICER	SIXTH DISTRICT	9/25/88	680.00
JOHNSON	KEVIN C	POLICE OFFICER	RECRUIT TRAINING	8/12/87	75.00
KAWASKI	ROY	POLICE OFFICER	ELEVENTH DISTRICT	12/02/88	468.30
KELENYI	ROBERT W	POLICE OFFICER	TWENTIETH DISTRICT	4/14/88	75.00
KEHMERLIND	WILLIAM	POLICE OFFICER	FIRST DISTRICT	1/14/89	523.00
KOWATT	JOHN	POLICE OFFICER	EIGHTEENTH DISTRICT	1/08/89	1981.50
KUDLINSKI	JEROME J	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	12/10/88	192.00
LAPPE	MICHAEL	POLICE OFFICER	SIXTEENTH DISTRICT	4/23/88	456.45
LUKASZEWSKI	EDWIN	POLICE OFFICER	EIGHTEENTH DISTRICT	12/13/88	159.75
MILLER	STEPHEN	POLICE OFFICER	TWELFTH DISTRICT	1/01/89	60.00
MUNEZ	CYNTHIA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/31/88	400.00
OBRIEN	RICHARD	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/09/82	3625.00
OGRADY	JAMES O	POLICE OFFICER	THIRTEENTH DISTRICT	12/02/88	243.00
OLSON	JACK	POLICE OFFICER	FIFTEENTH DISTRICT	11/19/88	396.00
PALUKAITIS	KEBTUTIS L	POLICE OFFICER	NINTH DISTRICT	12/30/88	160.00
PENN	WILLIE JR	POLICE OFFICER	FIFTEENTH DISTRICT	11/02/88	193.00
PETERSON JR	ROBERT B	POLICE OFFICER	EIGHTH DISTRICT	12/29/88	415.00
PIETRZAK	RICHARD	POLICE OFFICER	SEVENTH DISTRICT	12/04/88	140.75
POLERECKY	ROBERT E	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	1/20/89	41.00
PONNE	THOMAS P	POLICE OFFICER	FOURTH DISTRICT	10/16/88	60.00
POPIELARZ	CHARLES M	POLICE OFFICER	FOURTH DISTRICT	11/13/88	191.00
RADDATZ	JANE	POLICE OFFICER	TWELFTH DISTRICT	12/07/88	84.00
ROUZAN	DONALD	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/20/88	136.00
RYAN	RICHARD	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	12/21/88	112.25
SPAARGAREN	DONNA R	POLICE OFFICER	ELEVENTH DISTRICT	1/10/89	193.00
STEC	WILLIAM W	POLICE OFFICER	SEVENTH DISTRICT	5/25/89	61.00
SWANK	JAMES	POLICE OFFICER	SIXTH DISTRICT	3/14/89	6070.30
SZURA	WILLIAM	POLICE OFFICER	TENTH DISTRICT	10/29/88	284.00
TRISTANO	NICHOLAS E	POLICE OFFICER	SEVENTH DISTRICT	8/10/88	170.00
WARE	AUSTIN	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	10/21/88	179.00

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/13/89

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL	
WHITE	GLENN L	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/24/89	208.85
ABRAMSKI	JOHN	PARAMEDIC	AMBULANCE 44	12/27/88	142.00
BAUER	GERALD	FIREFIGHTER	TRUCK 41	11/04/86	1668.00
BLOCKER	RAYMOND	PARAMEDIC	AMBULANCE 47	11/03/81	30.00
BOATNER	LEEMON	FIREFIGHTER	ENGINE COMPANY 73	4/14/87	3770.54
BOMBENDER	THOMAS	LIEUTENANT	ENGINE COMPANY 121	10/27/85	423.79
BOUBEL	ROMAN	LIEUTENANT	ENGINE COMPANY 39	9/30/87	81.00
BOZENDA	KEITH	FIREFIGHTER	ENGINE COMPANY 77	4/14/87	184.50
BYRNE	ROBERT	LIEUTENANT	DISTRICT RELIEF 2	2/23/89	343.10
CIARA	PATRICIA	PARAMEDIC	EMS CITY WIDE RELIEF	8/24/88	156.53
CLIFF	JAMES	LIEUTENANT	TRUCK 31	9/25/83	62.00
CNOTA	FRED A	PARAMEDIC	DISTRICT RELIEF 3	12/22/88	4421.00
COLLINS	KIRBY	FIREFIGHTER	UNKNOWN	7/25/88	170.00
CURRAN	JOSEPH T	LIEUTENANT	DISTRICT RELIEF 5	12/20/87	80.00
DEAN	JAMES J	CAPTAIN	DISTRICT RELIEF 5	12/28/88	99.85
DEHLER	ROBERT	FIREFIGHTER	ENGINE COMPANY 30	8/31/81	42.00
DEJESUS	CHARLES	FIREFIGHTER	ENGINE COMPANY 20	8/07/87	125.00
DELANA	TIMOTHY F	PARAMEDIC	AMBULANCE 47	1/15/89	64.00
DOMAIN	WILLIAM	FIREFIGHTER	UNKNOWN	8/14/88	90.00
DOUGLAS	MICHAEL	FIREFIGHTER	ENGINE COMPANY 78	11/05/88	332.00
DOMDALL	MATTHEW	FIREFIGHTER	ENGINE COMPANY 70	10/29/88	77.00
DOMING	JAMES	LIEUTENANT	ENGINE COMPANY 109	1/18/88	2428.00
DRENNAN	JOSEPH	ENGINEER	ENGINE COMPANY 28	1/26/89	175.90
DUNCAN	LORRAINE	PARAMEDIC	AMBULANCE 4	12/06/88	8984.50
DYER	JOHN E	LIEUTENANT	ENGINE COMPANY 77	12/23/88	152.00
ETHELL	MARK	FIREFIGHTER	ENGINE COMPANY 50	5/03/88	382.00
FORAN	WILLIAM J	CAPTAIN	BATTALION 18	8/19/88	361.00
FORD	LEBLIE	FIREFIGHTER	TRUCK 19	10/02/88	192.00
FORSSELL	DOUGLAS	PARAMEDIC	AMBULANCE 4	8/25/88	469.50
FOX	GREGORY	PARAMEDIC	AMBULANCE 43	8/03/88	4282.16
FRAIN	WILLIAM	FIREFIGHTER	ENGINE COMPANY 15	4/28/88	505.00
FRIEDRICH8	BRADLEY	ENGINEER	ENGINE COMPANY 8	5/05/88	296.00
GANT	PIERRE	PARAMEDIC	AMBULANCE 4	2/16/87	163.00
GIANONE	JAMES	FIREFIGHTER	TRUCK 20	10/06/87	923.00
GILHOOLY	BRIAN	FIREFIGHTER	SQUAD 5	8/18/88	626.00
GRIFFITHS	PATRICK	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	1/16/89	70.00
GUEVARA	REYNALDO	FIREFIGHTER	TRUCK 22	8/11/88	205.50
HAMPTON	RONALD	CAPTAIN	TRUCK 50	4/02/87	45.00
HANDB	LAVELLE	FIREFIGHTER	UNKNOWN	6/06/88	863.00
HARDING	JOHN	PARAMEDIC	AMBULANCE 44	10/21/88	182.00
HARRISON	DAVID	PARAMEDIC	AMBULANCE 27	9/19/88	147.00
HOFFMAN	JOHN	LIEUTENANT	TRUCK 20	8/01/88	243.45
HOLLAND	CORTEZ	LIEUTENANT	SQUAD 2	8/17/88	167.00
HOOKER	MICHAEL	LIEUTENANT	DISTRICT RELIEF 6	7/13/88	6353.51
HOULIHAN	PETER	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	1/10/88	762.50
HONES	FREDERICK	ENGINEER	ENGINE COMPANY 116	1/06/80	200.00
HUBER	WALTER	PARAMEDIC	AMBULANCE 15	11/15/86	18.50
HUBLEY	JOHN	PARAMEDIC	AMBULANCE 41	10/18/87	51.05
HUMPHREY	WILLIAM	FIREFIGHTER	ENGINE COMPANY 28	12/20/86	44.50

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/13/89

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HURN	BRIAN	PARAMEDIC	AMBULANCE 14	10/02/88 12696.38
KENDE	PATRICK	PARAMEDIC	AMBULANCE 14	11/15/87 556.25
KELLAS	EDWARD	FIREFIGHTER	ENGINE COMPANY 117	1/03/88 158.00
KEYS	LESTER	FIREFIGHTER	TRUCK 33	5/10/87 738.00
KOTLARZ	STANLEY T	LIEUTENANT	DISTRICT RELIEF 2	11/28/88 4612.50
KONAL	JOHN	FIREFIGHTER	ENGINE COMPANY 46	7/29/87 65.00
KRIZ	ROBERT	PARAMEDIC	AMBULANCE 47	3/25/88 89.75
KUMIEDA-MARSHALL	COLLETTE	PARAMEDIC	UNKNOWN	8/30/88 45.00
LANE	RUSSELL	PARAMEDIC	AMBULANCE 9	9/04/88 281.75
LAVIN	OWEN	LIEUTENANT	TRUCK 62	1/16/89 55.00
LESTINSKY	JOSEPH	FIREFIGHTER	ENGINE COMPANY 74	10/22/86 3004.00
LEVIN	RICHARD	PARAMEDIC	DISTRICT RELIEF 1	9/05/88 199.00
LIRA	CHARLES	FIREFIGHTER	TRUCK 28	5/08/83 506.00
LOPER	MICHAEL	FIREFIGHTER	TRUCK 58	9/16/88 40.50
MACHEL	ERWIN	FIREFIGHTER	TRUCK 21	5/13/88 59.00
MANSOUR	ZUHER	FIREFIGHTER	ENGINE COMPANY 75	12/10/87 763.55
MASLOWSKI	DANIEL	LIEUTENANT	TRUCK 52	12/12/88 51.00
MCCARTHY	RAYMOND	PARAMEDIC	AMBULANCE 13	10/15/87 212.88
MCDERMOTT	DANIEL	FIREFIGHTER	TRUCK 21	8/10/88 272.00
MCELROY	DAVID B	FIREFIGHTER	ENGINE COMPANY 61	5/10/87 40.00
MCLARY	JOSEPH	PARAMEDIC	AMBULANCE 11	7/18/88 864.44
MCHILLIN	MARK	FIREFIGHTER	TRUCK 20	2/12/87 75.00
MCHAHARA	THOMAS	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71 180.80
MCNICHOLAS	JOHN J	FIREFIGHTER	ENGINE COMPANY 116	4/28/88 128.20
MILOTT	NEAL	FIREFIGHTER	BATTALION 9	9/18/88 120.00
MURPHY	JAMES	FIREFIGHTER	DISTRICT RELIEF 6	5/29/85 370.00
MURPHY	PATRICK	FIREFIGHTER	TRUCK 27	5/18/88 733.00
NEIDENBACH	STEVE	FIREFIGHTER	SQUAD 2	8/17/88 54.00
OBOIKOVITZ	JAMES	LIEUTENANT	TRUCK 14	2/18/87 265.08
OBOIKOVITZ	JOHN	FIREFIGHTER	ENGINE COMPANY 101	11/03/83 53.65
OBOYLE	HUGH	CAPTAIN	ENGINE COMPANY 78	2/10/87 151.50
OCONNOR	JAMES	CAPTAIN	ENGINE COMPANY 71	10/09/87 534.72
ODOM	BENNIE	PARAMEDIC	AMBULANCE 5	6/23/89 224.10
OMALLEY	KEVIN	ENGINEER	ENGINE COMPANY 77	12/17/85 80.00
OSEARO	CHARLES M	FIREFIGHTER	ENGINE COMPANY 77	11/21/88 1187.70
PERETZ	JEFFERY H	FIREFIGHTER	TRUCK 22	11/23/88 311.00
FURL	JAMES	FIREFIGHTER	TRUCK 10	6/06/88 259.45
RAZAPHAEL	MILES	FIREFIGHTER	ENGINE COMPANY 73	7/05/83 135.95
RATCLIFFE	SHERRY	FIREFIGHTER	UNKNOWN	1/27/89 361.00
REED	JAY	PARAMEDIC	UNKNOWN	10/23/87 691.64
RENFROE	KEITH	FIREFIGHTER	TRUCK 27	3/28/88 18.00
RICH	JAMES	FIREFIGHTER	ENGINE COMPANY 29	10/26/88 289.00
RITT	RICHARD	PARAMEDIC	UNKNOWN	8/28/88 228.30
ROCCASALVA	RALPH	FIREFIGHTER	UNKNOWN	1/08/87 176.00
ROSE	ADAM	LIEUTENANT	UNKNOWN	12/16/88 834.00
SANFILIPPO	PHILIP	FIREFIGHTER	TRUCK 54	11/06/88 7815.00
SCHMIDT	THOMAS	FIREFIGHTER	TRUCK 50	9/06/88 80.00
SEEBAUER	THOMAS	PARAMEDIC	AMBULANCE 26	1/29/88 94.50
SENDERAK	THOMAS	FIREFIGHTER	TRUCK 36	3/24/88 710.78

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/13/89

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SHEEHAN DANIEL	FIREFIGHTER	REPAIR SHOP	12/06/88	13.00
SHEPPARD PATRICK	FIREFIGHTER	TRUCK 5	1/08/88	13.28
SIMEK ROBERT	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	8/07/86	119.00
SKWAREK ROBERT	FIREFIGHTER	ENGINE COMPANY 123	11/30/88	144.98
SMITH RICHARD	PARAMEDIC	AMBULANCE 45	7/01/88	290.90
SMITH ROBERT	FIREFIGHTER	ENGINE COMPANY 38	2/02/88	71.78
SOSO RICHARD	PARAMEDIC	UNKNOWN	5/28/88	235.00
STANLEY SCOTT	FIREFIGHTER	ENGINE COMPANY 45	8/24/88	453.00
STEINER WILLIAM	PARAMEDIC	AMBULANCE 20	7/26/88	1422.50
STEWART JESSE F	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	47637.81
STINNETT GREGORY	PARAMEDIC	AMBULANCE 14	12/27/87	44.00
SULLIVAN MICHAEL	FIREFIGHTER	UNKNOWN	1/19/88	25.00
SUTTON DAVID	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	8/27/88	552.00
TAYLOR JEFF	FIREFIGHTER	TRUCK 21	11/16/87	24.00
VASQUEZ ANGEL	PARAMEDIC	TRUCK 52	11/15/88	25.25
WADE DENISE	PARAMEDIC	AMBULANCE 43	12/23/87	408.00
WALKER MICHAEL	FIREFIGHTER	ENGINE COMPANY 5	2/04/87	282.00
WALSH PETE	CAPTAIN	ENGINE COMPANY 47	7/09/88	236.15
WARD PATRICK	PARAMEDIC	AMBULANCE 6	2/22/88	1315.50
WASHINGTON BARRINA	FIREFIGHTER	TRUCK 58	5/30/88	666.50
WEYER VALERIE	FIREFIGHTER	ENGINE COMPANY 49	1/19/89	1040.50
WILBANKS JOSE	FIREFIGHTER	ENGINE COMPANY 71	8/12/88	61942.00
WILLIAMS DAVID A	PARAMEDIC	AMBULANCE 31	8/24/88	208.00



## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/13/89

## THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BASKERVILLE	FRANK	POLICE OFFICER	AUTOMOTIVE POUNDS SECTION	11/19/85 1886.10
BRADLEY	CLARENCE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/24/89 984.00
BUNGE	LAWRENCE	POLICE OFFICER	VICE CONTROL SECTION	1/06/89 197.45
CARROLL	WILLIAM	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/26/89 2395.00
CIPUN	WALTER	POLICE OFFICER	FOURTEENTH DISTRICT	1/28/89 525.00
COLON	JOSEPH	POLICE OFFICER	ELEVENTH DISTRICT	1/25/89 519.00
CONROYD	ALBERT	POLICE OFFICER	CENTRAL DETENTION SECTION	4/08/89 662.48
CRONIN	BRIOD A	POLICE OFFICER	TWENTIETH DISTRICT	1/03/89 345.00
CROWLEY	JAMES	POLICE OFFICER	SECOND DISTRICT	9/04/87 25308.00
DANOUARD	CHARLOTTE	POLICE OFFICER	THIRTEENTH DISTRICT	1/08/89 817.00
DAVIS	JOHN T	POLICE OFFICER	THIRD DISTRICT	9/30/87 62.00
DENK	EDWARD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/24/89 5651.40
EABLEY	HARRY A	POLICE OFFICER	THIRD DISTRICT	1/13/89 764.00
ENALUT	JOHN A	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	1/14/89 1513.00
GOLCZAK	ANTHONY	POLICE OFFICER	EIGHTH DISTRICT	10/10/87 42.00
HEALY	EDWARD P	POLICE OFFICER	TWENTIETH DISTRICT	1/03/89 281.00
HETT	JOHN	POLICE OFFICER	RECRUIT TRAINING	1/04/89 573.00
LARCHER	PETER J	POLICE OFFICER	FIRST DISTRICT	12/14/88 231.00
LEE	ALLAN J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/27/89 206.00
MUNROE	MARY M	POLICE OFFICER	SIXTEENTH DISTRICT	12/05/82 225.00
ODONNELL	MICHAEL J	POLICE OFFICER	SEVENTEENTH DISTRICT	4/04/89 3558.05
QVERTON	SUSAN P	POLICE OFFICER	NINETEENTH DISTRICT	11/25/84 9386.93
PIERCE	TOD M	POLICE OFFICER	NINTH DISTRICT	12/20/88 157.00
REINA	AURELIO L	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/25/89 8618.87
SIMKUS	SHARON	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/29/88 1904.33
TREMPE	SUSAN C	POLICE OFFICER	NINETEENTH DISTRICT	11/12/88 182.50
ABRAMSKI	JOHN	PARAMEDIC	AMBULANCE 44	5/31/88 423.98
COSTANTINI	JOHN	PARAMEDIC	TRUCK 52	12/01/87 484.00
FLOWERS	DEREK	PARAMEDIC	AMBULANCE 37	8/15/88 1606.85
GUTTILLO	CARLO	FIREFIGHTER	ENGINE COMPANY 16	2/14/88 382.00
GUZIK	THOMAS	PARAMEDIC	AMBULANCE 23	1/02/79 12995.00
RYAN	EUGENE	ENGINEER	UNKNOWN	5/17/88 128.00
SOBUS	TIMOTHY	ENGINEER	ENGINE COMPANY 18	9/01/88 280.00
TOWNSEND	JUDY	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	8/15/88 518.00

(Continued from page 4320)

Catholic Charities

September 6 and 7, 1990 -- citywide;

Chicago Have-A-Heart Charities

September 13 and 14, 1990 -- citywide;

Children's Benefit League of Chicago and Suburbs

April 20, 1990 -- citywide;

Clearbrook Center

May 4 and 5, 1990 -- citywide;

Easter Seal

May 11 and 12, 1990 -- citywide;

Little City Foundation

May 18 and 19, 1990 -- citywide;

Northtown/Rodgers Park Mental Health Council

September 3 and 4, 1989 -- northtown only;

Salvation Army

November 17 -- December 24, 1989 -- citywide; and

Veteran's Poppy Day Association

May 24 and 25, 1990 -- citywide.

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

---

*Re-Referred* -- ILLINOIS GENERAL ASSEMBLY URGED TO AMEND  
HOME EQUITY ASSURANCE ACT.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration a resolution authorizing the members of the Illinois General Assembly to amend the Home Equity Assurance Act, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Re-refer* the said proposed resolution to the Committee on Intergovernmental Relations.

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

Respectfully submitted,

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

Thereupon, on motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed resolution was *Re-Referred to the Committee on Intergovernmental Relations* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

---

*Action Deferred* -- APPOINTMENT OF MR. ALBERT F. HOFELD  
AS MEMBER OF BOARD OF ETHICS.

The Committee on Finance submitted the following report which was, on motion of Alderman Burke and Alderman Huels, *Deferred* and ordered published:

CHICAGO, September 13, 1989.

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

Your Committee on Finance, having had under consideration the appointment of Albert F. Hofeld as a member of the Board of Ethics for a term ending July 31, 1993, having had the same under advisement, begs leave to report and recommend that Your Honorable Body approve the proposed communication 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.*

---

*Action Deferred* -- EXECUTION OF CONTRACT WITH CHICAGO  
SHELTERS ADVERTISING, INCORPORATED.

The Committee on Finance submitted the following report which was, on motion of Alderman Orr and Alderman Figueroa, *Deferred* and ordered published:

CHICAGO, September 13, 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 contract between the City of Chicago and Chicago Shelters Advertising, Incorporated for a bus shelter development program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

WHEREAS, The Purchasing Agent of the City of Chicago on behalf of the City advertised for proposals for the installation, maintenance of bus shelters, and sale of advertising space thereon under Specification No. 70-81-83A; and

WHEREAS, The Purchasing Agent of the City of Chicago has recommended award of a contract to Chicago Shelters Advertising, Incorporated; and

WHEREAS, The award of the contract to the successful bidder, Chicago Shelters Advertising, Incorporated, will inure to the benefit of the people of the City of Chicago; now, therefore,

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

SECTION 1. The City Council of the City of Chicago hereby concurs with the recommendation of the Purchasing Agent of the City of Chicago to award a contract to Chicago Shelters Advertising, Incorporated, and authorizes the Mayor, the City Comptroller and the Purchasing Agent upon review of the Corporation Counsel as to form and legality, to enter into and execute a contract on behalf of the City of Chicago with said Chicago Shelters Advertising, Incorporated for the installation and maintenance of bus shelters, and the sale of advertising space thereon. The contract shall be substantially in the form attached hereto as Exhibit A.

SECTION 2. Chicago Shelters Advertising, Incorporated shall supply the requisite performance bond within 13 days from the effective date of this ordinance.

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

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

*Exhibit "A".*

March 29, 1983.

Mr. James P. Arnold, C.P.P.O.  
Purchasing Department  
Department of Purchases, Contracts and Supplies  
Room 400 -- City Hall  
Chicago, Illinois 60602

Dear Mr. Arnold:

We respectfully submit the following response to your R.F.P. 70-81-83A.

I commend the City of Chicago for recognizing the advantages of a shelter program sponsored by private enterprise, which when properly implemented, can fulfill the community needs for this very useful and welcome civic service.

An effectively administered bus shelter program will also be a significant source of revenue for Chicago.

Thank you for the opportunity of submitting this proposal.

Sincerely,

James V. Riley,  
President

---

**COMMITTEE ON AVIATION.**

---

**APPOINTMENT OF MR. JAY R. FRANKE AS  
COMMISSIONER OF AVIATION.**

The Committee on Aviation submitted the following report:

CHICAGO, August 31, 1989.

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

Your Committee on Aviation, to which was referred a communication from the Mayor of the City of Chicago appointing Jay R. Franke as Commissioner of Aviation, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication transmitted herewith (referred on July 19, 1989).

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 committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Jay R. Franke as Commissioner of Aviation was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 45.

*Nays* -- None.

---

EXECUTION OF AIRPORT USE AGREEMENT AND TERMINAL  
FACILITIES LEASE WITH USAIR, INCORPORATED  
FOR PREMISES AT CHICAGO  
MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, August 31, 1989.

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

Your Committee on Aviation, to which was referred an ordinance on July 19, 1989 authorizing the Department of Aviation to enter into an Airport Use Agreement and Terminal Facilities Lease between the City of Chicago and USAir, Incorporated for certain premises at Chicago Midway Airport, 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, Garcia, 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, Schuler, M. Smith, Orr, Stone -- 49.

*Nays* -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. That 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 authorized to execute on behalf of the City of Chicago an Airport Use Agreement and Terminal Facilities Lease with USAir, Incorporated for certain premises at Chicago Midway Airport, said agreement to be in substantially the following form:

[Airport Use Agreement and Terminal Facilities Lease  
immediately follow Section 2 of  
this ordinance.]

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

Airport Use Agreement and Terminal Facilities Lease attached to this ordinance reads as follows:



*Airport Use Agreement And Terminal Facilities Lease  
Between The City Of Chicago and USAir.*

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, by and between the City of Chicago, a municipality and home rule unit existing under the laws of the State of Illinois ("City") and USAir, a Delaware corporation ("Airline").

*Witnesseth:*

Whereas, City owns and operates the airport known as Chicago Midway Airport (a plat of said airport being attached hereto as Exhibit A and by this reference made a part hereof) situated in the City of Chicago, County of Cook, State of Illinois (hereinafter, together with any additions thereto or enlargements thereof, whether or not made with corporate funds of City, Government Grants- in-Aid, or any other funds of any nature whatsoever, referred to as the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, Airline is engaged in the business of air transportation and desires to lease terminal space at the Airport and to obtain certain rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, City is willing to lease space to Airline and to grant rights and privileges with respect thereto to Airline, upon the terms and conditions hereinafter provided;

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

*Article I.*

*Definitions.*

Section 1.01 Definitions.

The following words, terms and phrases shall, for purposes of this Agreement, have the following meanings:

"Actual Costs" means, for any Fiscal Year, the sum of: (i) O. & M. Costs incurred during such Fiscal Year; (ii) the Capital Funds Contribution for such Fiscal Year; and (iii) the Emergency Reserve Fund Contribution for such Fiscal Year.

"Actual Revenues" means, for any Fiscal Year, the sum of: (i) total revenues from operations of the Terminal Building and the Airfield, including, without limiting the generality of the foregoing, Base Rent, Terminal Use Charges, landing fees from Fee Landings of Non-Party aircraft and revenues from lessees or occupants of space in the Terminal Building and the Airfield (including lessees or occupants of hangars), fixed base operators, restaurants, gift shops and all other Airport concessionaires, operators of car rental businesses, ground transportation businesses, and car parking facilities, and purchasers of advertising space at the Airport for such Fiscal Year; (ii) the amount of all withdrawals made from the Emergency Reserve Fund pursuant to Section 13.03(a) during such Fiscal Year; and (iii) the amount of all withdrawals made from the Capital Project Fund pursuant to Section 14.02(b) during such Fiscal Year.

"Agreement" means this Airport Use Agreement and Terminal Facilities Lease.

"Airfield" means the Airport excluding the Terminal Building as shown on Exhibit A.

"Airline Party" means, at any time, Airline and each other commercial passenger airline actively engaged in the air transportation business at the Airport who then has an Airport Use Agreement in effect with City.

"Airline's Premises" means the Exclusive Use Premises and the Limited Use Premises.

"Airport Use Agreement" means (i) the Agreement passed by the City Council November 13, 1985, for three Airlines (Council Journal of Proceedings, pages 22140 -- 22189) and (ii) any agreement for the lease of space or the use of facilities of the Airport substantially the same as that Agreement.

"Alternative Landing Fee Rate" means (a) for Fiscal Years 1985 and 1986, One Dollar and Fifty Cents (\$1.50), (b) for Fiscal Year 1987, \$1.50 multiplied by a fraction, the numerator of which is the C.P.I. for 1986 and the denominator of which is the C.P.I. for 1984, and (c) for Fiscal Years 1988 and thereafter, the Alternative Landing Fee Rate for the Previous Fiscal Year multiplied by the C.P.I. Rate.

"Annual Audit" means Annual Audit as defined in Section 5.06.

"Base Rent" means Base Rent as defined in Section 3.01.

"Capital Costs" means for a Fiscal Year costs of Capital Improvements paid in that Fiscal Year from sources other than Government Grants-in-Aid or any source outside this or any other Airport Use Agreement.

"Capital Funds" means the Capital Reserve Fund and the Capital Project Fund created pursuant to Section 14.01.

"Capital Funds Contribution" means, for Fiscal Year 1985, \$500,000, and for any Fiscal Year thereafter, the greater of (i) \$300,000 or (ii) an amount equal to five percent (5%) of the O. & M. Costs for such Fiscal Year, designated as such by City.

"Capital Improvements" means (i) the projects set forth in Exhibit D hereto, without regard to the dollar amounts set forth opposite such projects, (ii) the projects set forth in Exhibit E hereto, without regard to the dollar amounts set forth opposite such projects, as Government Grants-in-Aid not less than the amounts shown on Exhibit E are from time to time available therefor, and (iii) additional projects from time to time approved in writing as Capital Improvements by a Majority-in-Interest.

"Capital Project Fund Capital Costs" means Capital Costs paid from the Capital Project Fund.

"Carrier" means any commercial passenger airline, including Airline and any other Airline Party.

"City" means the City of Chicago, Illinois acting from time to time through its Commissioner of Aviation.

"Commissioner of Aviation" means the Commissioner of the Department of Aviation of City, any successor to the duties of such official, and his duly authorized assistants.

"Commissioner of Public Works" means the Commissioner of the Department of Public Works of City, any successor to the duties of such official, and his duly authorized assistants.

"C.P.I." means, for any Fiscal Year, the average of the Consumer Price Index-Seasonally Adjusted U. S. City Average For All Items For All Urban Consumers (1967=100) as published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor for each of the months in the Previous Fiscal Year.

"C.P.I. Rate" means, for any Fiscal Year, a fraction, the numerator of which is the C.P.I. for the Previous Fiscal Year and the denominator of which is the C.P.I. for the Fiscal Year immediately preceding the Previous Fiscal Year.

"Effective Date" means date of authorizing ordinance.

"Emergency Reserve Fund Contribution" means, for any Fiscal Year, an amount equal to the lesser of: (i) Five Hundred Thousand Dollars (\$500,000); or (ii) the amount, if any, by which one-half (1/2) of the sum of the O. & M. Costs and the Capital Funds Contribution for such Fiscal Year exceeds the balance of the Emergency Reserve Fund as of the last day of the Previous Fiscal Year.

"Equipment" means Equipment as defined in Section 17.01.

"Exclusive Use Premises" means the Exclusive Use Premises, as shown on Exhibit B hereto.

"Fee Landing" means any landing at the Airport of an aircraft except an aircraft which takes off from the Airport and, without making a stop at any other airport,

returns to and lands at the Airport because of meteorological conditions, mechanical or operating causes, or any similar emergency or precautionary reason.

"Fiscal Year" means January 1 through December 31 of any year or such other fiscal year as City may adopt for the Airport.

"Gate" means any portion of the Limited Use Premises designated as a Gate in Exhibit B hereto.

"Government Grants-in-Aid" means those monies granted to City by the United States of America or any agency thereof, or the State of Illinois, or any political subdivision or agency thereof, to pay for all or a portion of the cost of capital improvements at the Airport; provided, however, that Government Grants-in-Aid shall not include any payments made for services rendered at the Airport.

"Interest Rate" means a rate three percent (3%) higher than the "corporate base rate" of interest announced from time to time by The First National Bank of Chicago, at any time said bank does not announce a "corporate base rate", the rate of interest charged by said bank to its most creditworthy customers.

"Landing Fee" means Landing Fee as defined in Section 5.01.

"Landing Fee Rate" means the Landing Fee Rate as defined in Section 5.02.

"Majority-in-Interest" means, at any time during any Fiscal Year, any one or more Airline Parties which, in the aggregate, paid sixty percent (60%) or more of Landing Fees paid by Airline Parties for the Previous Fiscal Year. Solely for the purpose of determining a Majority-in-Interest, no airline shall be deemed to be an Airline Party during any time that an Event of Default that has occurred with respect to such Airline Party is continuing, and City has given written notice of such Event of Default to such Airline Party.

"Midyear Projection" means the Midyear Projection as defined in Section 5.05.

"Non-Party" means any person who is not a party to an Airport Use Agreement.

"New Construction" means New Construction as defined in subsection 2.05(b).

"O. & M. Capital Costs" means, for any Fiscal Year Capital Costs not paid from the Capital Funds or Government Grants-in-Aid.

"O. & M. Costs" means, for any Fiscal Year, (i) O. & M. Capital Costs and (ii) the costs to City of operation and maintenance of the Airport during such Fiscal Year, including, without limiting the generality of the foregoing, personnel costs and benefits, services, purchases of equipment, supplies and materials.

"Limited Use" means Limited Use as defined in subsection 2.02(c).

"Limited Use Premises" means the Limited Use Premises as shown on Exhibit B hereto.

"Previous Fiscal Year" means, at any time, the immediately preceding Fiscal Year. Whenever the C.P.I. Rate or any historical financial data for a Previous Fiscal Year have not yet been finally determined, City shall reasonably estimate such C.P.I. Rate or historical financial data, to be adjusted as and when the actual C.P.I. Rate is determined or the historical financial data is compiled in an Annual Audit, as the case may be.

"Projected Costs" means, for any Fiscal Year, the sum of: (i) O. & M. Costs projected to be incurred during such Fiscal Year; (ii) the projected Capital Funds Contribution for such Fiscal Year; and (iii) the projected Emergency Reserve Fund Contribution for such Fiscal Year.

"Projected Landing Fee Rate" means, for any Fiscal Year or any portion of a Fiscal Year, the Projected Net Deficit for such Fiscal Year (as adjusted by a Midyear Projection, if any) divided by one one-thousandth (1/1000) of the total of the F.A.A. certificated maximum landing weights of all Airline Party aircraft projected to land in Fee Landings during such Fiscal Year.

"Projected Net Deficit" means, for any Fiscal Year, the amount, if any, by which Projected Costs for such Fiscal Year exceeds Projected Revenues for such Fiscal Year.

"Projected Revenues" means, for any Fiscal Year, the total projected revenues from operations of the Terminal Building and Airfield, including, without limiting the generality of the foregoing, Base Rent under Airport Use Agreements, Terminal Use Charges, landing fees from Fee Landings of Non-Party aircraft and revenues from lessees or occupants of space in the Terminal Building and the Airfield (including lessees or occupants of hangars), fixed base operators, restaurant, gift shop and all other Airport concessionaires, operators of car rental businesses, ground transportation businesses, and car parking facilities, and purchasers of advertising space at the Airport.

"Public Facilities" means all space, improvements, facilities, equipment and services now or hereafter provided by City for public use at or in connection with the Terminal Building, including, without limitation, public passenger walkways, public lobbies, public lounges, public waiting rooms, public hallways, stairways, public rest rooms and other public conveniences.

"Ramp Area" means any portion of the Limited Use Premises designated as a Ramp Area in Exhibit B hereto.

"Related Parties" means, with respect to Airline or any Sharing Airline, (i) such airline's employees, agents, and its or their suppliers of materials and furnishers of services, (ii) any wholly-owned subsidiary of such airline engaged in aviation-related activities, and (iii) the employees, agents, and suppliers of materials and furnishers of service to any wholly-owned subsidiary of such airline engaged in aviation-related activities.

"Shared Gate" means any Gate, holdroom area and Ramp Area which Airline shares pursuant to subsection 2.02(c).

"Shared Premises" means the aggregate amount of the Limited Use Premises the use of which is shared with another Carrier pursuant to Section 2.02 hereof.

"Sharing Airline" means any Carrier who enters into an Agreement with City pursuant to subsection 2.02(c) to use Airline's Limited Use Premises during specific time slots not already assigned to Airline.

"Terminal Building" means the Terminal Building located at the Airport as shown on Exhibit B.

"Terminal Use Charge" means Terminal Use Charge as defined in Section 4.01.

"Time Slot" means a specific time period ("block time") assigned by City to Airline during which time Airline has exclusive use of a specific gate on a specific day or on specific days of the week to accommodate an arrival and/or departure flight.

## *Article II.*

### *Premises.*

#### **Section 2.01 Lease Of Exclusive Use Premises.**

- (a) City leases to Airline, and grants to Airline and its Related Parties, and Airline hereby hires and takes from City, and agrees to make payments to City in accordance with this Agreement with reference to, the exclusive use of the Exclusive Use Premises.
- (b) As of the date of this Agreement, the Exclusive Use Premises comprise the number of square feet set forth on Exhibit F hereto.

#### **Section 2.02 Lease Of Limited Use Premises.**

- (a) City leases to Airline, and grants to Airline and its Related Parties, and Airline hereby hires and takes from City, and agrees to make payments to City in accordance with this Agreement with reference to the limited use of the Limited Use Premises.
- (b) As of the date of this Agreement, the Limited Use Premises comprise the number of square feet of holdroom space and Ramp Area respectively, set

forth on Exhibit F hereto, which are to be used by Airline only during the times specified ("time slots") on Exhibit FF hereto. These time slots are allocated for Tenant's own large commercial jet aircraft operations. Kentucky Airlines, Inc., d/b/a Allegheny Commuter, is to be treated as a "Sharing Airline" under the criteria in subsection (c) immediately herein below. Airline agrees, however, that whenever a conflict occurs concerning the use of Gate C-1 during a specific time slot that a large commercial jet aircraft operation is always to be given preference over a smaller turbo prop or commuter type aircraft operation.

- (c) With respect to any Gate, "Limited Use" means that City, at the discretion of the Commissioner of Aviation, can offer to any other Carrier ("Sharing Airline") the opportunity to share such Gate (including, but not limited to holdroom space, ramp area, passenger loading bridges and fuel facilities relating to such Gate) in other specific time slots not already assigned by City to Airline or a Sharing Airline. In determining whether the use by another Carrier is possible and reasonable the following factors ("Sharing Criteria") may be considered: (i) the compatibility of the proposed operations of such other Carrier with those of Airline, (ii) Airline's existing and immediate future flight schedules, (iii) labor relations, (iv) any court order substantially affecting Airline's use of the Airport, (v) any order, rule or regulation or the taking of action or the refusal to take action by the Federal Aviation Administration or other government authority substantially affecting Airline's use of the Airport, and (vi) the reasonable and possible availability of other Gates at the Airport for use by other Carriers.
- (d) Should Airline want to increase the number of its operations or change the schedule of its flights, it must apply in writing to the Commissioner of Aviation and thus enter into negotiations to effect such changes. If Airline fails to utilize an assigned time slot for a period of 45 consecutive days, unless prevented from doing so by a strike, civil disturbance, an act of God, or any similar involuntary occurrence, Airline shall thereby lose any such time slot and City can subsequently assign it to another Carrier. Airline is allowed, on a monthly basis, to charge a Sharing Airline a fair rental for the use of any jetway constructed and installed by Airline and a pro rata share of Airline's expenses with respect to the Premises being shared, including, without limitation, Airline's repair and maintenance expenses, Airline's Base Rent, Airline's Terminal Use Charges for the Limited Use Premises and any depreciation which is allocated by Airline to such premises in accordance with generally accepted accounting principles, plus an administrative fee of fifteen percent (15%) of such pro rata share of Airline's expenses. The proration shall be only for one-twelfth (1/12) of that portion of the annualized total expenses represented by a fraction, the numerator of which is the total number of hours and quarters thereof included in the time slots assigned in any given month to Airline and the Sharing Airline(s) using the Gate and the denominator of which is the actual number of hours included in the time slot(s) assigned during that same month to the Sharing Airline being billed. The City reserves the right to audit these charges if a

Sharing Airline presents substantial evidence that such charges appear excessive and will act to have Airline moderate same if City agrees after making such an audit that the charges are excessive.

- (e) Any Sharing Airline shall have the right to use the Limited Use Premises during its assigned time slots for the carrying on of operations and activities reasonably necessary and convenient to the conduct by such Sharing Airline of its air transportation business, including, without limit the generality of the foregoing, and for the display of removable signs identifying such Sharing Airline during Sharing Airline's use of the Premises; provided, however, that such right of use in no way shall limit Airline in improving the Limited Use Premises to conform such space with Airline's corporate identity.
- (f) Any unsettled dispute regarding the use of the Limited Use Premises shall be resolved by City, acting through the Commissioner of Aviation. Consistent with this section, no such resolution shall impair or limit Airline's rights hereunder.

#### Section 2.03 Use Of Space.

- (a) The use by Airline and its Related Parties of Airline's Premises shall include the use thereof for the following purposes:
  - (1) the maintenance and operation, in connection with the conduct by Airline of its air transportation business, of ticketing, passenger and baggage handling facilities, and reservation offices;
  - (2) the training of personnel in the employ of or under the direction of Airline;
  - (3) the maintenance and operation of facilities and equipment, the carrying on of activities reasonably necessary or convenient in connection with the foregoing, and the furnishing of all passenger amenities and services incidental thereto, including, without limitation, the furnishing of alcoholic or other beverages to members of an Airline-sponsored club in Airline's private customer relation facilities designed specifically for such members ("Airline's Private Customer Relation Facilities"); provided, however, that unless the Commissioner of Aviation shall otherwise consent, no charge shall be made by Airline for beverages furnished by it in Airline's Private Customer Relation Facilities; and
  - (4) the carrying on of any other operations and activities reasonably necessary or convenient to the conduct by Airline of its air transportation business; provided, however, that all such other



operations and activities shall be subject to the reasonable approval of the Commissioner of Aviation.

- (b) The foregoing shall not permit the use by Airline of Airline's Premises for (i) the sale of air travel insurance, (ii) the operation of public restaurants, (iii) the carrying out of merchandising operations other than the sale of travel-related merchandise (such as flight bags) bearing Airline's name, trademark or service mark, (iv) the conduct of any car rental or ground transportation business or the operation of motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the Airport, except as provided in Exhibit C or (v) the conduct of any business separate from Airline's operation of an air transportation business.
- (c) Unless otherwise specifically authorized in writing by City, Airline will not (i) conduct passenger loading and unloading operations except at the Gate leased under this Agreement using the Ramp Area leased under this Agreement, or (ii) provide fixed-based operator services except on Airline's Premises.

#### Section 2.04 Public Facilities.

City grants to Airline and its Related Parties the right to use the Public Facilities in common with others, subject to rules and regulations promulgated by City.

#### Section 2.05 Substitution Of Space; New Construction; Surrender Of Space; Additional Space.

- (a) Airline and City may from time to time agree in writing upon the substitution of space in the Terminal Building or elsewhere at the Airport for all or any part of Airline's Premises then leased hereunder.
- (b) City is considering modifications to the Airport ("New Construction"), including the construction of a new terminal facility or the substantial rehabilitation of the Terminal Building, during the term of this Agreement. In the event that New Construction consists of replacement of all or substantially all of the Terminal Building, then Section 6.04 applies, notwithstanding the following provisions in this subsection 2.05(b). Airline agrees that, in the event the New Construction shall require demolition of

any portion of Airline's Premises, Airline shall surrender its right to use such space under this Agreement. City agrees that, in the event the New Construction shall require demolition of any portion of Airline's Premises, City will provide to Airline, prior to termination of Airline's right to use such space, equivalent space at the Airport of equal area satisfactory to Airline, on the same terms and conditions as are herein provided; however, that Airline's determination as to whether substitute space provided hereunder is satisfactory shall be reasonable, and shall take into consideration the limitations imposed on City by the New Construction. Airline shall have the right to review any New Construction taking place in Airline's Premises.

- (c) In the event of surrender of any of Airline's Premises in substitution for other space at the Airport, Airline shall remove from such surrendered space, within thirty (30) days of receipt of notice from City of such substitution, all trade fixtures, tools, machinery, equipment, materials, and supplies placed thereon by Airline and such other fixtures and construction of a temporary nature installed therein by Airline as the Commissioner of Aviation and the Commissioner of Public Works may require; provided, however, that Airline shall have sixty (60) days from receipt of notice under this subsection 6.05(c) to remove from surrendered spaces Airline's passenger loading bridges.
- (d) The costs to Airline of relocation as a result of New Construction shall be estimated by City after consultation with Airline and shall be Capital Costs relating to the New Construction.
- (e) As and when any substitute or additional space is available at the Airport for use by Carriers, City shall, insofar as is not inconsistent with its program of improvements, the needs and desires of other Carriers and the prudent and efficient operation of the Airport by City, afford Airline the opportunity to lease hereunder a portion of such substitute or additional space at least equal in square footage and in linear feet of gate frontage to the amount of square footage and linear feet of gate frontage originally leased hereunder; provided, however, that Airline shall not be obligated to lease any substitute or additional space offered to Airline hereunder.
- (f) Any space on the Airport leased to Airline in substitution for or as additional space to be included among either the Exclusive Use Premises or the Limited Use Premises shall be included in space leased hereunder on the same terms and conditions and at the same rental per square foot of such substituted or additional space, as is herein provided for the category of the space as to which such substitution or addition occurs; provided, however, that if, in accordance with the provisions of this Section, any space is temporarily substituted hereunder for other space, the term of the lease for such substituted space shall be only of such duration as is required for the purpose of such temporary substitution.

**Section 2.06 Ingress And Egress; Right To Purchase Property.**

Subject to this Agreement and to rules and regulations promulgated by City, Airline shall have the right and privilege over the Airport of ingress to and egress from Airline's Premises for Airline and its Related Parties and its or their equipment, vehicles, machinery, and other property, and, except as herein otherwise specifically provided, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline or its Related Parties for such right of ingress and egress, or for the privilege of purchasing, selling or using any materials or services purchased or otherwise obtained by Airline, or transporting, loading, unloading or handling persons, property, cargo, or mail in connection with Airline's air transportation business or exercising any right or privilege granted by City hereunder. City or its concessionaires may make and collect a charge for (i) the use of automobile parking areas or sightseeing facilities, (ii) the use of ground transportation to or from the Airport furnished by City or its concessionaires, (iii) ingress to the Airport by persons supplying flight kitchen services to Airline, (iv) ingress to the Airport by persons furnishing ground transportation service to Airline, or (v) the furnishing or sale by City or its concessionaires to the public at the Airport of services, insurance, food, and merchandise, or imposing a percentage fee payable to City by any fixed-base operator who provides fueling or other services to Airline at the Airport. Airline shall have the right to purchase or otherwise obtain property and services of any nature from any supplier of its choice.

**Section 2.07 Conduct Of Luggage Handling And Ticketing Operations For Other Carriers.**

- (a) With the prior written consent of the Commissioner of Aviation, Airline may contract with any other Carrier to handle such Carrier's luggage and ticketing operations to the same extent as Airline is entitled to conduct such operations on its own behalf in connection with its conduct of its air transportation business.
- (b) Airline may further sublease any (but not all) exclusive use space leased to Airline under this Article II to another Carrier only for the uses and upon the terms herein set forth and provided that in each instance written approval of the Commissioner of Aviation be first obtained.

*Article III.*

*Rent.*

**Section 3.01 Base Rent.**

- (a) Airline shall pay to City throughout the term of this Agreement as rent for Airline's Premises (other than the Ramp Area) the Base Rent Rate per square foot per annum (in the aggregate, "Base Rent") for the number of square feet of Terminal Building space set forth on Exhibit F hereto. One-twelfth (1/12th) of the Base Rent shall be due and payable each month in advance.
- (b) For the Fiscal Year ending December 31, 1985, the Base Rent Rate shall be Five Dollars (\$5.00). For each Fiscal Year thereafter, the Base Rent Rate shall be the Base Rent Rate for the Previous Fiscal Year multiplied by the C.P.I. Rate.

**Section 3.02 Payment Of Base Rent.**

City each month shall furnish Airline with an invoice setting forth the amount of Base Rent due and payable from Airline for the next ensuing month. Base Rent for such month shall be due and payable on the later of (a) the first (1st) day of such month, or (b) ten (10) days after Airline's receipt of the invoice.

**Section 3.03 Proration.**

Notwithstanding the foregoing, if any rental commences or is adjusted otherwise than as of the first day of any month or terminates prior to the last day of any month, rental for such month shall be determined on a pro rata basis according to the number of days of such month involved, and any required payment or refund of rental for such month shall be made as promptly as practicable.

**Section 3.04 Place Of Payments; Late Payments.**

All amounts payable by Airline hereunder shall be paid to City at the Office of City's Comptroller, or at such other place as City's Comptroller shall designate in writing. Any amount which is not paid when due shall bear interest at the Interest Rate from the due date until the date it is paid.

*Article IV.*

*Terminal Use Charge.*

**Section 4.01 Terminal Use Charge.**

- (a) Airline shall pay to City with respect to Airline's Premises a terminal use charge ("Terminal Use Charge"). The Terminal Use Charge is based primarily on the cost of maintaining and operating Airline's Premises, including, without limiting the generality of the foregoing, the cost of insurance, security, utilities, housekeeping and ordinary maintenance of these areas and a proportionate share of the Terminal Building concourse areas which directly support Airline's operations. One-twelfth (1/12th) of the Terminal Use Charge shall be due and payable each month in advance.
- (b) The Terminal Use Charge for Fiscal Year 1985 shall be:
- (i) Five Dollars (\$5.00) per square foot for Airline's Premises other than the Ramp Area, consisting of the number of square feet of Terminal Building Space set forth on Exhibit F hereto; and
  - (ii) Fifty Cents (\$0.50) per square foot for the Ramp Area, consisting of the number of square feet set forth on Exhibit F hereto.

For each Fiscal Year thereafter, the Terminal Use Charge shall be the Terminal Use Charge for the Previous Fiscal year multiplied by the C.P.I. Rate.

**Section 4.02 Payment Of Terminal Use Charge.**

City each month shall furnish Airline with an invoice setting forth the amount of Terminal Use Charge due and payable from Airline for the next ensuing month. The Terminal Use Charge for such month shall be due and payable on the later of (a) the first (1st) day of such month, or (b) ten days after Airline's receipt of the invoice.

**Section 4.03 Proration.**

Notwithstanding the foregoing, if any Terminal Use Charge commences or is adjusted otherwise than as of the first day of any month or terminates prior to the last day of any month, the Terminal Use Charge for such month shall be determined on a pro rata basis

according to the number of days of such month involved, and any required payment or refund of Terminal Use Charge for such month shall be made as promptly as practicable.

**Section 4.04 Place Of Payments; Late Payments.**

All amounts payable by Airline hereunder shall be paid to City at the Office of City's Comptroller, or at such other place as City's Comptroller shall designate in writing. Any amount which is not paid when due shall bear interest at the Interest Rate from the due date until the date it is paid.

**Section 4.05 Adjustment Of Square Footage In Airline's Premises.**

The number of square feet comprising Airline's Premises may be adjusted by City from time to time to reflect (a) results of City's field verification of square footage contained in such premises; and (b) the lease of additional space or surrender of space by Airline hereunder.

*Article V.*

*Landing Fees.*

**Section 5.01 Landing Fees.**

Airline shall pay to City throughout the term of this Agreement at the times and in the manner provided in this Article V, a fee ("Landing Fee") for each Fee Landing of an aircraft operated by Airline. The Landing Fee shall be an amount equal to the product of (i) the F.A.A. certificated maximum landing weight of such aircraft divided by one thousand (1,000); and (ii) the Landing Fee Rate.

**Section 5.02 Landing Fee Rate.**

The Landing Fee Rate for any Fiscal Year or any portion thereof shall be the Projected Landing Fee Rate; provided, however, that if the Projected Landing Fee Rate for any Fiscal Year or any portion thereof exceeds the Alternative Landing Fee Rate, then, at City's option, the Landing Fee Rate for such Fiscal Year or such portion thereof shall be the Alternative Landing Fee Rate.

#### Section 5.03 Notice Of Landing Fee Rate.

Not less than thirty (30) days before the first day of any Fiscal Year during the term of this Agreement, and at the same time that City provides Airline with any Midyear Projection, City shall give Airline written notice of the Projected Landing Fee Rate and the Landing Fee Rate for such Fiscal Year or for the remainder of such Fiscal Year, as the case may be. Such notice shall state whether City has exercised its option under Section 5.02.

#### Section 5.04 Payment Of Landing Fees.

Not later than the tenth (10th) day of each month during the term of this Agreement, Airline shall furnish City with a statement, signed by an authorized representative of Airline, certifying for each Fee Landing of aircraft operated by Airline occurring in the immediately preceding month, the type, model and F.A.A. certificated maximum landing weight of such aircraft. City shall forthwith furnish Airline with an invoice signed by an authorized representative of City setting forth the total Landing Fees payable by Airline in respect of such Fee Landings. Airline shall pay such Landing Fees within thirty (30) days after receipt of such invoice. All amounts payable hereunder shall be paid to City at the Office of City's Comptroller or at such other place as City's Comptroller shall designate by written notice to Airline. Any such amount not paid when due shall bear interest at the Interest Rate from the due date until the date it is paid.

#### Section 5.05 Midyear Adjustment Of Projected Landing Fee Rate.

Not later than June 1 of each Fiscal Year, City shall furnish Airline with a revised Projected Landing Fee Rate ("Midyear Projection"), which shall reflect the most recent available information with regard to Actual Costs incurred and Actual Revenues received during such Fiscal Year or in the Previous Fiscal Year, together with the most recently available information with regard to Landing Fees actually received by City with respect to the Airport. If the Midyear Projection forecasts that payments of Landing Fees by Airline Parties at the then-existing Projected Landing Fee Rate would result in an overpayment or underpayment of five percent (5%) or more of the amount required hereunder to be generated by City through Landing Fees paid by Airline Parties during such Fiscal Year, City shall adjust the Projected Landing Fee Rate for such Fiscal Year to conform to the Midyear Projection. In no event shall Landing Fees of any Airline Party, as so adjusted, be less than zero; provided, however, that if the computations contemplated hereunder produce negative amounts, such amounts shall be reflected in the Annual Audit as described in Section 5.06.

**Section 5.06 Landing Fee Audit And Adjustments.**

(a) Within six (6) months after the last day of each Fiscal Year, City shall furnish Airline with an annual audit report certified by an independent certified public accountant and prepared by such accountant in accordance with generally accepted accounting principles applied on a consistent basis, covering the operation of Airport during such Fiscal Year ("Annual Audit"). Such Annual Audit shall set forth at least:

- (1) Actual Costs for such Fiscal Year;
- (2) Actual Revenues for such Fiscal Year;
- (3) Landing weight for, and Landing Fees paid by, each Airline Party during such Fiscal Year;
- (4) Surplus or deficit for such Fiscal Year; and
- (5) Balances as of the end of such Fiscal Year in the Emergency Reserve Fund, the Capital Reserve Fund and the Capital Project Fund.

(b) If the sum of Actual Revenues and Landing Fees paid by Airline Parties exceeds Actual Costs set forth in any Annual Audit, then City shall reflect such excess in the monthly Landing Fee invoices to the Airline Parties, whereby the amount payable under such invoice will be reduced, for each Airline Party, by an amount equal to that proportion of such excess equal to the proportion of Landing Fees paid by such Airline Party during the Previous Fiscal Year.

(c) If the sum of Actual Costs exceed Actual Revenues and Landing Fees paid by Airline Parties set forth in any Annual Audit, then Airline shall pay to City an amount equal to that proportion of such excess equal to the proportion of Landing Fees paid by such Airline during the Previous Fiscal Year. Such amount shall be due and payable at the time payment is due on the first invoice for Landing Fees issued after Airline's receipt of such Annual Audit. If such payment is not made within such thirty (30) day period, then such payment shall thereafter bear interest at the Interest Rate from the date due until the date it is paid.



*Article VI.*

*Term.*

**Section 6.01 Initial Term.**

The initial term of this Agreement is as set forth on Exhibit G hereto.

**Section 6.02 Airline's Right To Renew.**

Subject to restrictions on Airline's right to renew set forth in Section 6.03, Airline shall have the right, to be exercised as hereinafter provided, to extend the term of this Agreement with respect to all, but not less than all, of that portion of Airline's Premises whose initial term would otherwise expire, for two successive periods of two years, each upon the following terms and conditions:

- (a) At the time of the exercise of such right, Airline shall not be in default in the performance of any of the terms or conditions of this Agreement.
- (b) Each extension shall be upon the same terms and conditions as are herein contained, except that (i) there will be no further privilege of extension for the terms of this Agreement beyond the two periods referred to above and (ii) such extension shall be subject to City's right to reduce the number of Gates leased to Airline in accordance with Section 6.03 below.
- (c) Airline shall exercise its right to any extension of the term of this Agreement by notifying City in writing of Airline's election to exercise such right at least 120 days prior to the expiration of this Agreement with respect to the portion of Airline's Premises as to which renewal is sought. Upon the giving of such notice, this Agreement shall be deemed extended for the two-year term with respect to such Premises, subject to the provisions of this section, without execution of any additional instrument.

**Section 6.03 Review Of Utilization For Renewal Options.**

If Airline fails to demonstrate that it is using the Gates in Airline's Premises for an average of not fewer than four (4) flight turns per day per Gate, City may restrict Airline's right to renew under Section 6.02 to apply only to the number of Gates in Airline's Premises required to cause Airline's average number of flight turns to equal or exceed four (4) per day per Gate.

**Section 6.04 Early Termination Resulting From Replacement Of Terminal Building.**

In the event any New Construction carried out by City results in the replacement of all or substantially all of the Terminal Building, and upon completion of such replacement, this Agreement shall terminate; provided, however, that Airline shall have the right to lease space (upon such terms and conditions as may then be acceptable to City and Airline) in any newly constructed, reconstructed or rehabilitated terminal facility to replace Airline's Premises.

*Article VII.*

*Construction, Maintenance And Repair By Airline.*

**Section 7.01 Construction, Maintenance And Repair Of Airline's Terminal Building Space.**

- (a) Airline may construct or install, at its own expense, any equipment, improvements, and facilities, and any additions thereto, on all or any part of Airline's Premises. All such construction shall be made after obtaining any requisite building or construction licenses or permits. Plans and specifications of any proposed construction or installation of improvements and facilities (including any substantial alteration or addition thereto) shall be submitted to and receive the approval of the Commissioner of Aviation and the Commissioner of Public Works prior to the commencement of construction or installation. Airline shall not install, erect, or place, or permit others to install, erect, or place, any illuminated or non-illuminated signs, placards, displays or other advertising media on Airline's Premises or elsewhere at the Airport, without the prior written consent of the Commissioner of Aviation.
- (b) Airline shall keep and maintain all such improvements and facilities and additions thereto constructed or installed by it in good condition and repair, reasonable wear and tear excepted. City shall have the right each year during the term of this Agreement to inspect Airline's Premises to evaluate Airline's compliance with the foregoing sentence. City shall have the right each year to provide Airline with a report of such inspection identifying those actions which are to be taken by Airline in order to fulfill its duties under this paragraph. Airline shall take such action as is specified on such report. Except as provided in Article IX hereof, no restrictions shall be placed upon Airline as to the architects, builders or contractors who may be employed by it in connection with any construction, installation, alteration, repair or maintenance of any such improvements, facilities and additions.
- (c) Airline shall keep Airline's Premises in a sanitary and sightly condition.

Section 7.02 Covenant Against Liens.

Airline shall keep Airline's Premises and the installations situated thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Airline; provided, however, that Airline may in good faith contest the validity of any lien and shall not be in breach of this Agreement during such contest.

Section 7.03 Performance By City Upon Failure Of Airline To Maintain.

In the event Airline fails to perform for a period of thirty (30) days after notice from City so to do, any obligation required by this Article VII to be performed by Airline, City may enter Airline's Premises (without such entering causing or constituting a termination of this Agreement or an interference with the possession of said premises by Airline) and do all things necessary to perform such obligation, charging to Airline the cost and expense thereof, and Airline agrees to pay City such charge in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or of employees of City, and City so states in its notice to Airline, City may perform such obligation of Airline at any time after the giving of such notice and charge to Airline, and Airline shall pay, as aforesaid, the cost and expense of such performance.

*Article VIII.*

*Maintenance, Operation And Repair By City.*

Section 8.01 Maintenance And Operation.

City shall operate and maintain, in all respects in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair, the Terminal Building and all additions, improvements, facilities, and equipment now or hereafter provided by City at or in connection with the Terminal Building, excepting any improvements, facilities, and equipment constructed or installed by Airline. City shall keep the Terminal Building, excepting Airline's Premises, in a sanitary and sightly condition.

Section 8.02 Quiet Enjoyment.

City agrees that Airline, performing its obligations hereunder, shall be entitled to and shall have the quiet possession and enjoyment of the premises, facilities, rights, and privileges leased to it hereunder, subject, however, to the provisions hereof.

*Article IX.*

*Equal Opportunity, Nondiscrimination  
And Affirmative Action.*

**Section 9.01 Equal Opportunity.**

Airline, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor shall Airline commit an unfair employment practice. 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.

Airline agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause. Airline further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors, and subcontractors, and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 30 F.R. 12319, as modified by Executive Order 11375 issued October 13, 1967, 32 F.R. 14303 and Executive Order 12086 issued October 5, 1978, 43 F.R. 46501 and as further amended by Federal Reorganization Plan No. 2 of 1978, Section 102, 43 F.R. 36037, 92 Stat. 3783; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et seq., as amended; to Ill. Rev. Stat., Ch. 29, Secs. 17 to 24 inclusive; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3876 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60.

To demonstrate compliance, Airline, its contractors and subcontractors will furnish such reports and information as requested by City's Commission on Human Relations.

**Section 9.02 Nondiscrimination In The Use Of The Premises By Airline.**

This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program of the Federal Aviation Administration, and thereby involves activity which serves the public.

Airline, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements

on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; and (3) that Airline shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation Regulations.

#### Section 9.03 Prohibition Against Exclusive Rights.

It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

#### Section 9.04 Nondiscrimination In Furnishing Services.

Airline agrees to furnish services on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions.

#### Section 9.05 Affirmative Action.

Airline assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airline assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

*Article X.*

*Applicable Laws, Ordinances, Rules And Regulations.*

**Section 10.01 Compliance.**

- (a) Airline shall comply, and shall use its best efforts to cause its Related Parties, passengers, guests, invitees, and independent contractors to comply, with all rules and regulations and amendments or supplements thereto governing the conduct and operation of the Airport, promulgated from time to time by the Commissioner, which are neither (i) inconsistent with the reasonable exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to the Airport, nor (ii) inconsistent with the rules, regulations or orders of any federal, state or local government body having jurisdiction with respect thereto.
- (b) Nothing herein shall be construed to prevent Airline from contesting in good faith any rule or regulation of the Airport, without being considered in breach hereof so long as such contest is diligently commenced and prosecuted by Airline. Airline shall be excused from complying with any rule or regulation of the Airport during any such contest unless the Commissioner reasonably determines that failure to comply with such rule or regulation constitutes a health or safety hazard to users of the Airport.
- (c) City shall supply Airline with five (5) sets of City's current rules and regulations. Except in cases of emergency, no rule or regulation shall be applicable to Airline until Airline has been given fifteen (15) days notice of the adoption thereof.

*Article XI.*

*Indemnity.*

**Section 11.01 Airline's Indemnity Of City.**

- (a) Airline shall pay, and shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands, judgments, awards and settlements including, without limitation, payments of claims or liability resulting from

any injury to or death of any person or damage to property, and costs of acquisition of real property as a result of claims described in subsection (i) below, in each case, arising during or attributable to the term of this Agreement and arising out of the following (except to the extent caused by the negligence of City or its agents, officers and employees) and only to the extent City is not reimbursed out of insurance proceeds therefor; provided, however, that if and to the extent that City fails to maintain the insurance required to be maintained by City hereunder, then Airline shall not be obligated to pay City under this Section 11.01(a) to the extent of insurance proceeds which City would have received if it had maintained such insurance:

- (i) Suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, or similar suits based upon the use of the Airport for the landing and taking-off of aircraft; provided, however, that Airline shall have no liability under this Section 11.01 (a)(i) except to the extent that amounts indemnified under this Section 11.01 (a)(i) incurred in any Fiscal Year exceed the amounts withdrawn by City from the Emergency Reserve Fund pursuant to Section 13.03(b) hereof on account of such indemnified amounts and provided further that any liability of Airline under this Section 11.01 (a)(i) shall be treated either as actual costs of the Fiscal Year in which they are incurred for which Airline shall make payments under Section 5.04 hereof, or if incurred after the term of this Agreement, as the direct obligations of Airline, which shall be immediately due and payable;
  - (ii) Airline's use or occupancy of the Airport or non-use (if such non-use is contrary to Airline's obligations hereunder) of Airline's Premises;
  - (iii) The condition of Airline's Premises, including any equipment or facilities at any time located thereon, and any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto; or
  - (iv) The violation by Airline of any agreement, warranty, covenant or condition of this Agreement, of any other contract, agreement or restriction relating to the Airport, or of any law, ordinance, regulation or court order affecting the Airport.
- (b) City shall promptly notify Airline in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Airline hereunder, setting forth the particulars of such claim or action and shall furnish Airline with a copy of all suit papers and legal process. Airline (except as provided in the next sentence) shall assume and have full responsibility for the defense or settlement thereof, including the

employment of counsel, and the payment of all expenses and all settlements or judgments. In the event any of the suits or actions covered by subsection (a)(i) above occur, the following shall apply: (i) the defense of such suits or actions including the employment of counsel, shall be assumed by all persons who are parties to any Airport Use Agreement and conducted as directed by a Majority-in-Interest and (ii) all expenses, including attorneys' fees, settlements and judgments shall be paid by City and included in actual costs of the Fiscal Year in which they are incurred. City shall cooperate fully with Airline in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

*Article XII.*

*Insurance Requirements.*

**Section 12.01 Insurance Maintained By Airline.**

Airline shall maintain, or cause to be maintained, at its own expense, insurance with respect to its property and business against such casualties and contingencies (including but not limited to public liability) in such amounts as are customary in the case of similarly situated persons in the air transportation business, including, without limiting the generality of the foregoing, insurance of the following types in amounts not less than the following:

- (a) General liability insurance with bodily injury and property damage limits of liability of \$5,000,000 per occurrence, including contractual liability coverage endorsed to include the indemnity agreement in Article XI hereof.
- (b) Worker's compensation (and occupational disease) providing statutory benefits under the law of Illinois and employer's liability insurance with limits of liability thereunder of \$500,000.
- (c) Aircraft public liability and property damage insurance with limits of liability of \$5,000,000 per occurrence.

Airline shall furnish to City Comptroller, within ten (10) days after the execution of this Agreement, certificates evidencing such insurance coverage with City as an additional insured, as its interest may appear.

Airline expressly understands and agrees that any insurance protection furnished by Airline hereunder shall in no way limit its responsibility to indemnify City and hold City harmless under the provisions of this Agreement.



If, pursuant to any other agreement between Airline and City, Airline is complying with requirements identical with those of this Article, such compliance shall also serve as compliance with the requirements of this Article.

**Section 12.02 Insurance Maintained By City.**

- (a) City shall maintain, or cause to be maintained, insurance with respect to the Airport against such casualties and contingencies and in amounts not less than is reasonably prudent. Without limiting the foregoing, City shall maintain, or cause to be maintained, the following insurance:
  - (i) With respect to the Terminal Building or any other space at the Airport used for commercial passenger airline operations, insurance against loss or damage under a policy or policies covering such risks as are ordinarily insured against by reasonably prudent operators of airports, including without limiting the generality of the foregoing, fire, lightning, windstorm, hail, floods, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke and uniform standard extended coverage with vandalism and malicious mischief endorsements, and all-risk coverage, limited only as may be provided in the standard form, if any, of such endorsements at the time in use in the State of Illinois. Such insurance shall be maintained in an amount not less than the full insurable replacement value of the insured premises. No policy of insurance shall be written such that the proceeds thereof will produce less, by reason of co-insurance provisions or otherwise, than the full insurable replacement value of the insured premises. Full insurable replacement value of any insured premises shall be deemed to equal the actual replacement cost of the premises, and shall be determined from time to time, but not less frequently than once every three years, by an architect, contractor, appraiser or appraisal company or one of the insurers, in any case, selected by City. In the event that such determination of full insurable replacement value indicates that the Terminal Building or any other space at the Airport used for commercial passenger airline operations is underinsured, City shall forthwith secure the necessary additional insurance coverage.
  - (ii) For all public areas at the Airport, comprehensive general public liability insurance including blanket contractual liability and personal injury liability (with employee exclusion deleted), and on-premises automobile insurance including owned, non-owned and hired automobiles used and operated by City, protecting City against liability for injuries to persons and property arising out of the existence or operation of the Airport in limits as follows: not less than \$100,000,000 per occurrence, and not less than

\$100,000,000 aggregate, bodily injury and property damage liability, combined single limit.

- (iii) Boiler or pressure vessel explosion insurance with coverage on a replacement cost basis as provided in subsection (a)(i) of this Section 12.02 for property damage, but any such policy may have a deductible amount not exceeding \$10,000. No such policy of insurance shall be so written that the proceeds thereof will produce less than minimum coverage required by the first sentence of this subsection (a)(iii) by reason of co-insurance provisions or otherwise.
  
- (b) Each policy of insurance maintained by City under this Section 12.02 shall contain a waiver of subrogation in favor of City and Airline on the part of the insurer. If, at any time, City is obligated under any other agreement then in effect between City and Airline to provide, with respect to premises at the Airport, insurance of the nature and in not less than the amounts described in this Section 12.02, then the provisions of this Section 12.02 shall be subject to the applicable provisions of such other agreement.
  
- (c) City shall, upon request of a Majority-in-Interest, purchase policies of insurance which are additional, in scope or amount of coverage, to those policies described in this Article XII, the costs of which shall be included in actual costs for the Fiscal Year in which paid.
  
- (d) City shall furnish to Airline copies of any notices received by City covering any of the matters contained in this Article XII.

### *Article XIII.*

#### *Emergency Reserve Fund.*

##### **Section 13.01 Establishment And Maintenance Of Fund.**

As of the Effective Date, City shall establish, and thereafter throughout the term of this Agreement, shall maintain a fund ("Emergency Reserve Fund") in accordance with the provisions of this Article XIII.

##### **Section 13.02 Contributions.**

As of the last day of each month in a Fiscal Year, City shall deposit into the Emergency Reserve Fund one-twelfth (1/12th) of the Emergency Reserve Fund Contribution for such Fiscal Year.

## Section 13.03 Applications.

- (a) If as of the end of any Fiscal Year the amount in the Emergency Reserve Fund exceeds an amount equal to one-half (1/2) of the sum of (1) the O. & M. Costs for such Fiscal Year and (2) the Capital Funds Contribution for such Fiscal Year, then City shall thereupon withdraw from the Emergency Reserve Fund an amount equal to such excess and include such amount in Actual Revenues for such Fiscal Year.
- (b) In the event any payment on account of any awards, judgments or settlements resulting from any of the events described in Section 11.01(a)(i) becomes due and payable in any Fiscal Year, City shall withdraw from the Emergency Reserve Fund an amount equal to the lesser of (1) the amount of such payment or (2) the balance of the Emergency Reserve Fund less an amount equal to twenty-five percent (25%) of the O. & M. Costs for the Previous Fiscal Year, and shall apply such amount to such payment.
- (c) During the Fiscal Year for which, pursuant to City's option under Section 5.02, the Landing Fee Rate is the Alternative Landing Fee Rate, City may, at the same time it issues to Airline Parties invoices for Landing Fees during such Fiscal Year, withdraw from the Emergency Reserve Fund an amount equal to the amount by which:
- the product of (A) the aggregate amount of all such invoices to all Airline Parties and (B) the ratio of the Projected Landing Fee Rate for such Fiscal Year to the Alternative Landing Fee Rate exceeds the aggregate amount of such invoices, and reduce the amount of such invoices accordingly.
- (d) At any time when the Projected Landing Fee Rate becomes greater than the Alternative Landing Fee Rate, and City does not exercise its option under Section 5.02, City shall, prior to charging Airline the Projected Landing Fee Rate, withdraw from the Emergency Reserve Fund an amount equal to the lesser of (1) the amount necessary to be contributed to Actual Revenues in order for the Landing Fee Rate to equal the Alternative Projected Landing Fee Rate or (2) the balance of the Emergency Reserve Fund less an amount equal to twenty-five percent (25%) of the O. & M. Costs for the Previous Fiscal Year. Once City has made a withdrawal from the Emergency Reserve Fund in accordance with this subsection, City may charge Airline the Projected Landing Fee Rate.
- (e) City may make payments out of the Emergency Reserve Fund to the extent there are:

- (1) Actual Revenues, Landing Fees due from any Airline Party, or indemnification payments under Article XI unpaid when due and reasonably deemed uncollectible by City after reasonable collection efforts;
- (2) extraordinary costs of operating or maintaining the Airport; or
- (3) costs or revenue shortfalls resulting from the termination of this or any other Airport Use Agreement.

#### Section 13.04 Investment.

Funds deposited in the Emergency Reserve Fund shall be invested in accordance with applicable law. Any earnings from such investments shall be deposited in the Emergency Reserve Fund and any losses from such investments shall be borne by the Emergency Reserve Fund.

### *Article XIV.*

#### *Capital Funds.*

#### Section 14.01 Creation Of Capital Funds.

As of the Effective Date, City shall establish, and thereafter maintain throughout the term of this Agreement, two funds, designated the Capital Reserve Fund and the Capital Project Fund, respectively.

#### Section 14.02 Contributions.

- (a) As of the last day of each month in a Fiscal Year, City shall deposit one-twelfth (1/12th) of the Capital Funds Contribution for that Fiscal Year as follows:
  - (1) first, to the Capital Reserve Fund the amount (if any) necessary to cause the total amount in the Capital Reserve Fund to equal the Capital Reserve Fund Limit on the date of such deposit, or if the entire such Capital Funds Contribution is not sufficient for that purpose, then the entire Capital Funds Contribution; and

- (2) second, to the Capital Project Fund, any remaining amount (which may be all) of such Capital Funds Contribution.
  
- (b) As of the last day of each Fiscal Year, after all deposits required by Section 14.02 as of that day have been made, City shall (1) withdraw from the Capital Reserve Fund the entire amount in excess of the Capital Reserve Fund Limit, and deposit such excess amount in the Capital Project Fund, and then (2) withdraw from the Capital Project Fund the entire amount in excess of \$1,200,000, and include such excess amount in Actual Revenues for such Fiscal Year.
  
- (c) As used in this Section 14.02, "Capital Reserve Fund Limit" means (1) for Fiscal Year 1985, \$600,000, and (2) for Fiscal Year 1986 and thereafter, the Capital Reserve Fund Limit for the Previous Fiscal Year multiplied by the C.P.I. Rate.

#### Section 14.03 Payment Of Capital Costs.

Capital Costs in any Fiscal Year shall be paid from amounts available on the date of payment from the following sources in the following order:

- (a) first, to the extent permitted under Section 14.06, from amounts in the Capital Project Fund, until exhausted;
  
- (b) second, to the extent permitted under Section 14.06, from Airport Revenues and Landing Fees of all Airline Parties to the extent of O. & M. Capital Costs, until exhausted; and
  
- (c) third, from amounts in the Capital Reserve Fund.

No amounts shall be paid from the Capital Reserve Fund for a Fiscal Year with respect to a Capital Improvement for which (1) City requested Majority-in-Interest approval prior to the December 1 immediately preceding the Fiscal Year, and (2) Majority-in-Interest approval in writing was received by City on or after January 1 of such Fiscal Year.

#### Section 14.04 Investment.

Amounts in each of the Capital Funds shall be invested in accordance with applicable law. Earnings shall be retained in, and losses shall be borne by, the respective Capital Funds.

**Section 14.05 Approval Of Certain Capital Projects.**

- (a) In the event any Airline Party requests approval of a capital project as a Capital Improvement, and City approves, City shall use its best efforts to obtain approval of such capital project by the Majority-in-Interest.
- (b) Nothing in this Article XIV shall be construed to prevent, regulate or otherwise affect funding or approval of capital projects which are not funded in whole or in part under this Article XIV.

**Section 14.06 Capital Expenditure Limit.**

- (a) For any Fiscal Year, the sum of O. & M. Capital Costs and Capital Project Fund Capital Costs shall not exceed the Capital Expenditure Limit. As used in this Section 14.06, "Capital Expenditure Limit" means (1) for Fiscal Year 1985, \$1,000,000, and (2) for Fiscal Years 1986 and thereafter the sum of (A) \$1,000,000 multiplied by the Capital Expenditure Limit Inflator and (B) the amount by which the Capital Expenditure Limit for the Previous Fiscal Year exceeded the sum of actual O. & M. Capital Costs and Capital Project Fund Capital Costs for the Previous Fiscal Year; provided, however, that the Capital Expenditure Limit in any Fiscal Year after and including Fiscal Year 1986 shall not be less than the Capital Expenditure Limit for the Previous Fiscal Year. As used in this Section 14.06, "Capital Expenditure Limit Inflator" means, for any Fiscal Year, a number equal to the C.P.I. Rate for such year minus 4.5 percent (4.5%).
- (b) During any period between (1) the time in which the budget for a Fiscal Year is prepared and approved and (2) the time actual O. & M. Capital Costs and Capital Project Fund Capital Costs for the Previous Fiscal Year and the current Fiscal Year are determined, City shall reasonably estimate the Capital Expenditure Limit for each such Fiscal Year, to be adjusted as and when actual O. & M. Capital Costs and Capital Project Fund Capital Costs are determined.
- (c) Notwithstanding any other provisions of this Section 14.06, the Capital Expenditure Limit for any Fiscal Year may be increased with the approval of the Majority-in-Interest.

*Article XV.*

*Termination By City.*

Section 15.01 Termination By City.

City may terminate this Agreement by giving Airline sixty (60) days advance notice in writing upon or after the happening and during the continuance of any one of the following events (each an "Event of Default"):

- (a) The filing by Airline of a voluntary petition in bankruptcy.
- (b) The institution of proceedings in bankruptcy against Airline and the final adjudication of Airline as a bankrupt pursuant to such proceedings.
- (c) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of Airline's assets pursuant to proceedings brought under the provisions of any Federal reorganization act.
- (d) The appointment of a receiver of all or substantially all of Airline's assets and Airline's failure to vacate such appointment within sixty (60) days thereafter.
- (e) The assignment by Airline of all or substantially all of its assets for the benefit of its creditors.
- (f) The abandonment by Airline of all or substantially all of its conduct of its air transportation business at the Airport.
- (g) The default by Airline in the performance of any covenant or agreement required to be performed by Airline herein and the failure of Airline to remedy such default, or to take prompt action to remedy such default, within a period of sixty (60) days after receipt from City of notice to remedy the same.

No waiver by City of default of any of the terms, covenants or conditions hereof to be performed, kept, and observed by Airline shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

*Article XVI.**Termination By Airline.***Section 16.01 Termination By Airline.**

Airline may terminate this Agreement and any or all of its obligations hereunder: (a) at any time that Airline is not in default in the payment of any amount due from it to City hereunder by giving City sixty (60) days advance notice in writing upon or after the happening and during the continuance of any one of the following events:

- (1) The failure or refusal of the Federal Aviation Administration to approve all weather operations into and from the Airport of aircraft (a) similar in purpose and function to those used by Airline on the date of this Agreement and (b) operated by Airline in scheduled air transportation using facilities similar to those at the Airport and the continuance thereof for a period of at least sixty (60) days.
- (2) The issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Airline's use of the Airport in its conduct of its air transportation business and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least sixty (60) days.
- (3) The issuance of any order, rule or regulation or the taking of any action by the Federal Aviation Administration or other competent government authority, or the occurrence of any fire, or other casualty, not caused by the intentional or negligent act of Airline, act of God or the public enemy, substantially affecting, for a period of at least sixty (60) days, Airline's use of the Airport in its conduct of an air transportation system.
- (4) The default by City in the performance of any covenant or agreement required to be performed by City herein or in any other agreement between City and Airline relating to the Airport or any part thereof, and the failure of City to remedy such default within a period of sixty (60) days after receipt from Airline of written notice to remedy the same, or if such default cannot be remedied within such sixty (60) day period, the failure of City to commence such remedy within such sixty (60) day period and to thereafter continuously and diligently prosecute such remedy to completion.
- (5) The substantial restriction of City's operation of the Airport by action of the Federal Government, or any department or agency thereof, under its wartime or emergency powers, or by action of the State of Illinois, or any department or agency thereof, and continuance thereof for a period of not



less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport.

or (b) by written notice to City within ten (10) business days after Airline receives notice that the Landing Fee Rate will be greater than the Alternative Landing Fee Rate, with such termination to be effective on a date stated by Airline in its notice of termination which date is not less than six (6) months from the date City receives such notice of termination; provided, however, that:

- (1) City shall have the right at any time subsequent to receipt of notice from Airline under this Section 16.01(b) and prior to actual termination by Airline to render Airline's termination void and ineffective by electing to charge Airline the Alternative Landing Fee Rate in lieu of the Projected Landing Fee Rate; and
- (2) Airline's termination under this Section 16.01(b) shall be rendered void and ineffective if, at any time during the six (6) month period subsequent to Airline's giving notice of termination hereunder, (A) the Projected Landing Fee Rate is adjusted to a level equal to or less than the Alternative Landing Fee Rate, or (B) the Alternative Landing Fee Rate is adjusted to a level equal to or greater than the Projected Landing Fee Rate.

Upon the exercise of any right of termination, at the option of the City, all agreements, and leases entered into between Airline and City relating to the Airport shall likewise stand terminated.

No waiver by Airline of default of any of the terms, covenants, or conditions hereof, or of any other agreement between City and Airline relating to the Airport or any part thereof, to be performed, kept, and observed by City shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants, and conditions.

#### *Article XVII.*

##### *Right Of Airline To Remove Equipment And Right Of City To Purchase Equipment.*

###### **Section 17.01 Right Of Airline To Remove Equipment.**

Airline shall be entitled during the term of this Agreement and for a reasonable time after its termination, not to exceed sixty (60) days, to remove from the Airport, or any part thereof, all aircraft, trade fixtures, tools, machinery, equipment, materials, and supplies placed thereon by it pursuant to this Agreement ("Equipment"), subject, however, to any

valid lien which City may have thereon for unpaid fees or other amounts, payable by Airline to City hereunder or under any other agreement between City and Airline relating to the Airport or any part thereof, and provided that Airline shall repair all damage resulting from such removal. For purposes of this Article, the Equipment shall include passenger loading bridges, but shall not include stairways installed for the purpose of facilitating the use of passenger loading bridges. Airline agrees that, upon termination of this Agreement, such stairways shall become the property of City.

#### Section 17.02 Right Of City To Purchase Equipment.

In the event that (i) Airline, by its own action or by the action of others, becomes involved in bankruptcy proceedings which provide for the sale of some or all of Airline's passenger loading bridges, or (ii) Airline offers for sale to any third party some or all of Airline's passenger loading bridges, City shall have a right of first refusal with respect to such sale, whereby City shall have the right to purchase such passenger loading bridges on the terms and conditions accepted by the trustee in bankruptcy or the third party purchaser, as the case may be, for such sale.

### *Article XVIII.*

#### *Abatement Of Rent.*

#### Section 18.01 Abatement For Untenantable Premises And Closing Of The Airport.

Airline shall not be obligated to operate Airline's Premises or to pay Rent therefore during any time when all of Airline's Premises shall be untenable as reasonably determined by the Commissioner of Aviation, through no fault or negligence of Airline, its employees and agents. In the event Airline's Premises is partially untenable, as reasonably determined by the Commissioner of Aviation, through no fault or negligence of Airline, its employees and agents, Airline shall not be obligated to operate such part of Airline's Premises and Airline's rental hereunder shall be proportionately and equitably abated. In the event that the Airport shall be closed for any period of time in excess of five (5) days by any order or direction of City other than for weather or for normal maintenance and repair, or by any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction, the rental shall abate for the period of such closing.

*Article XIX.*

*Special Provisions.*

**Section 19.01 Non-Party Landing Fees.**

- (a) City shall charge a fee ("Non-Party Landing Fee") for each Fee Landing of any aircraft operated by a Non-Party. The Non-Party Landing Fee shall be the greater of the minimum landing fee established by City or the product of (i) the F.A.A. certificated maximum landing weight of such Non-Party aircraft and (ii) the Non-Party Landing Fee Rate.
- (b) The Non-Party Landing Fee Rate for any Fiscal Year or any portion thereof shall be not less than one hundred twenty percent (120%) of the Projected Landing Fee Rate for such Fiscal Year or such portion thereof.

**Section 19.02 Government Functions.**

- (a) Nothing contained herein shall impair the right of City in the exercise of its governmental functions to require Airline to pay any tax or inspection fees or to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges granted to Airline hereunder.
- (b) Except as provided in subsection 2.02(c), City shall have no control over the rates, fares or charges that Airline may prescribe in connection with the conduct of its business.

**Section 19.03 Prohibition Against Operation Of Ground Transportation.**

Except as provided in subsection 2.03(b), nothing contained herein shall be deemed to be the grant of any franchise, license, permit or consent to Airline to operate motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the Airport.

**Section 19.04 Parity Of Treatment.**

City shall not hereafter grant to any air transportation company in competition with Airline any rights or privileges at the Airport of a character or on a basis more favorable to such company than those granted or available to Airline, and the effect of which is to place Airline at a competitive disadvantage. For purposes of this Section 19.04, the term for which Airline or any other Carrier rents all or a portion of its premises at the Airport under an Airport Use Agreement shall not constitute either a right or a privilege nor shall the time slot restrictions of Section 2.02 be a determining factor.

#### Section 19.05 Consents And Approvals.

Consents and approvals by the Commissioner of Public Works, or the Commissioner of Aviation, as the case may be, shall be in writing and shall not be unreasonably withheld.

#### Section 19.06 Notices.

All notices to City provided for herein shall be in writing and shall be hand delivered or sent by registered or certified mail, postage prepaid, addressed to the Commissioner of Aviation, 20 North Clark Street, Suite 3000, Chicago, Illinois 60602, or to such other address as City may designate from time to time by written notice to Airline, and shall be deemed given upon receipt by City. All notices to Airline provided for herein shall be in writing and shall be hand delivered or sent by registered or certified mail, postage prepaid, addressed to Airline at \_\_\_\_\_ with a copy to the same address, Attention: Controller, or to such other address as Airline may designate from time to time by written notice to City, and shall be deemed given upon receipt by Airline.

#### Section 19.07 Separability.

In the event any covenant, phrase, clause, paragraph, Article, Section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, Article, Section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, Article, Section, condition or provision herein contained.

#### Section 19.08 Assignment.

Airline shall not assign this Agreement and its rights hereunder, in whole, except with the prior consent of the City Council of City, or in part, except with the prior consent of the Commissioner of Aviation; provided, however, the foregoing shall not prevent the assignment of this Agreement and of Airline's rights hereunder to any corporation into or

with which Airline may merge or consolidate, or which may succeed to the business and assets of Airline.

**Section 19.09 No Abatement Or Set-Off.**

Except as provided in Article XVIII hereof, Airline shall not abate, suspend, postpone, set-off or discontinue any payments of Base Rent, Terminal Use Charges, Landing Fees or any other amounts which it is obligated to pay hereunder. Nothing contained in this Section 19.09 shall release City from the performance of any of its obligations under this Agreement. In the event City fails to perform any of its obligations herein contained, Airline may institute such action against City as Airline deems necessary to compel performance, so long as such action does not abrogate Airline's obligations to make such payments unless a court of competent jurisdiction determines otherwise in a final, unappealable order or in an order for which the time for appeal has elapsed and no appeal has been taken.

**Section 19.10 No Additional Waiver Implied By One Waiver.**

In the event any agreement contained in this Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

**Section 19.11 Remedies Cumulative.**

The rights and remedies hereunder are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

**Section 19.12 Headings.**

The Article and Section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope of intent of any provisions of this Agreement.

**Section 19.13 Successors And Assigns.**

All of the covenants, stipulations and agreements herein contained shall, subject to the provisions of Section 19.08 hereof, inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

**Section 19.14 Construction.**

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

**Section 19.15 Counterparts.**

This Agreement has been executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

**Section 19.16 Authorization.**

Execution of this Agreement was authorized by ordinance of the City Council of the City of Chicago passed on \_\_\_\_\_ (Council Journal of Proceedings pages \_\_\_\_\_).

**Section 19.17 Limitation Of Rights.**

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any person other than the parties hereto, any legal or equitable right, remedy or claim under or in respect to this Agreement. This Agreement and all of the covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of the parties hereto.

In Witness Whereof, The City of Chicago has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and \_\_\_\_\_ has caused this Agreement to be executed on its behalf by its \_\_\_\_\_ President and its corporate seal to be hereunto affixed and attested by its \_\_\_\_\_ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted for printing purposes].

[Exhibits "A", "B", "D" and "E" attached to this Airport  
Use Agreement and Terminal Facilities Lease  
printed on pages 4375 through  
4384 of this Journal.]

Exhibits "C", "F", "FF" and "G" attached to this Airport Use Agreement and Terminal Facilities Lease read as follows:

*Exhibit "C"*

*Permitted Exception To Prohibition Against*

*Ground Transportation Activities*

*(Section 2.03(b)(iv)).*

1. Valet parking services provided by a contractor chosen by City and approved by Airline, provided that Airline's approval shall not be unreasonably withheld.

*Exhibit "F".**Area Of Airlines Premises In Square Feet.**USAIR.*

	Terminal	Concourse C	Total
<b>Exclusive Use Premises</b>			
Ticket/Office Area	1,411		1,411
Baggage Claim Area	<u>3,371</u>		<u>3,371</u>
Subtotal:	4,782		4,782
<b>Limited Use Premises</b>			
Holdroom Space		1,208	1,208
Ramp Area		<u>20,410</u>	<u>20,410</u>
Subtotal:		21,618	21,618
<b>TOTAL:</b>	4,782	21,618	<u>26,400</u>

<b>SUMMARY:</b>	Square feet in Exclusive Use Premises [§2.01(b)]:	4,782
	Square feet in Limited Use Premises [§2.02(b)]:	21,618
	Square feet of Terminal Building Space (total square footage less Ramp Area) [§3.01(a); §4.01(b)(i)]:	5,990
	Square feet of Ramp Area [§4.01(b)(ii)]:	20,410



*Exhibit "FF".**Time Slots Assigned To USAIR.*

Block Times effective March 2, 1989:

Arrival	Departure
----	0645
0935	1005
1023	1055
1211	1250
1455	1525
1802	1840
2049	----

*Exhibit "G".**Initial Term For USAIR.*

The Initial Term for this Agreement shall commence on \_\_\_\_\_ the date of authorizing ordinance of the City Council and terminating on December 31, 1991, unless otherwise terminated as provided in this Agreement.

Exhibit "A"

MIDWAY AIRPORT LAYOUT

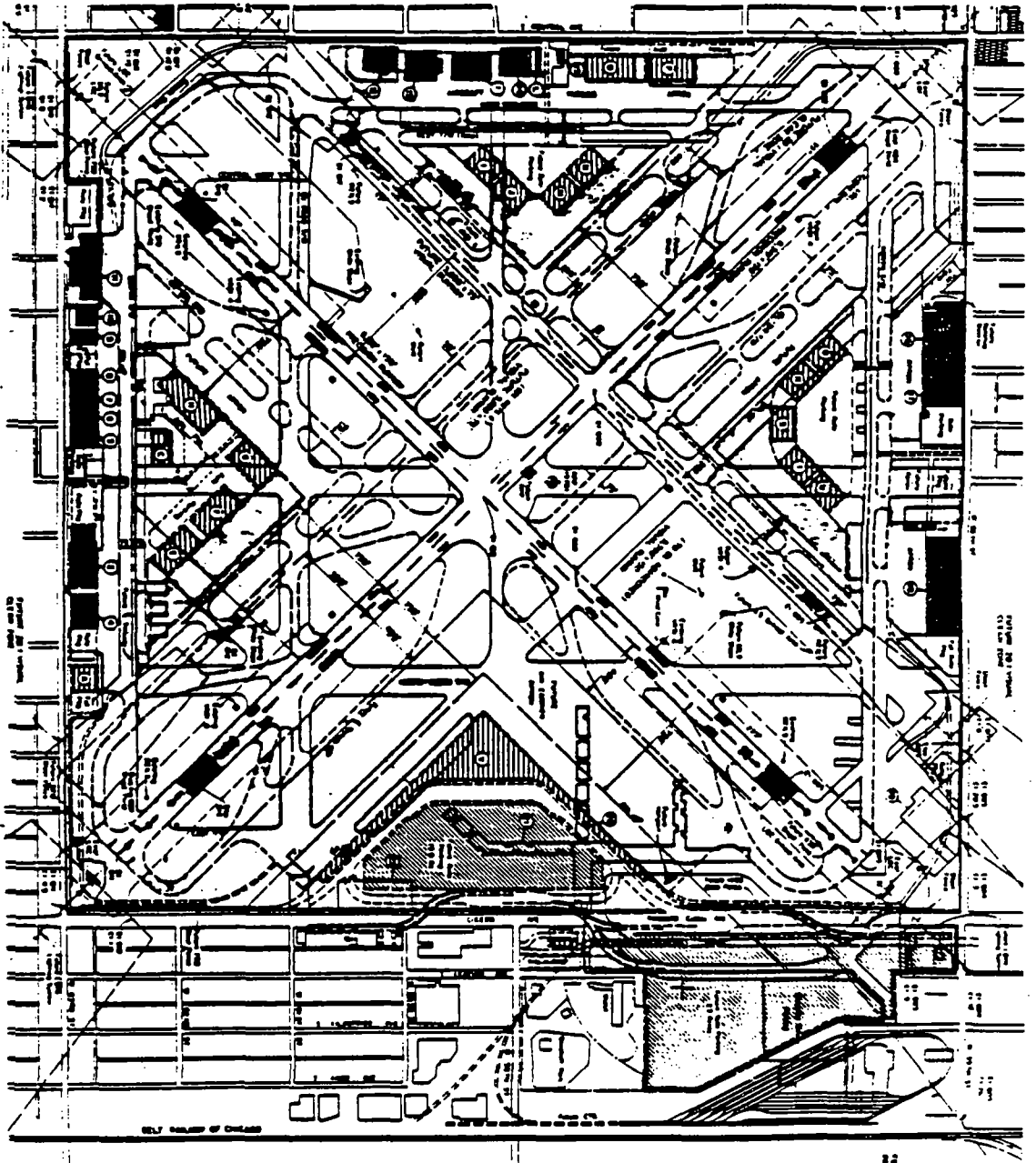


Exhibit "B"  
(page 1 of 2)

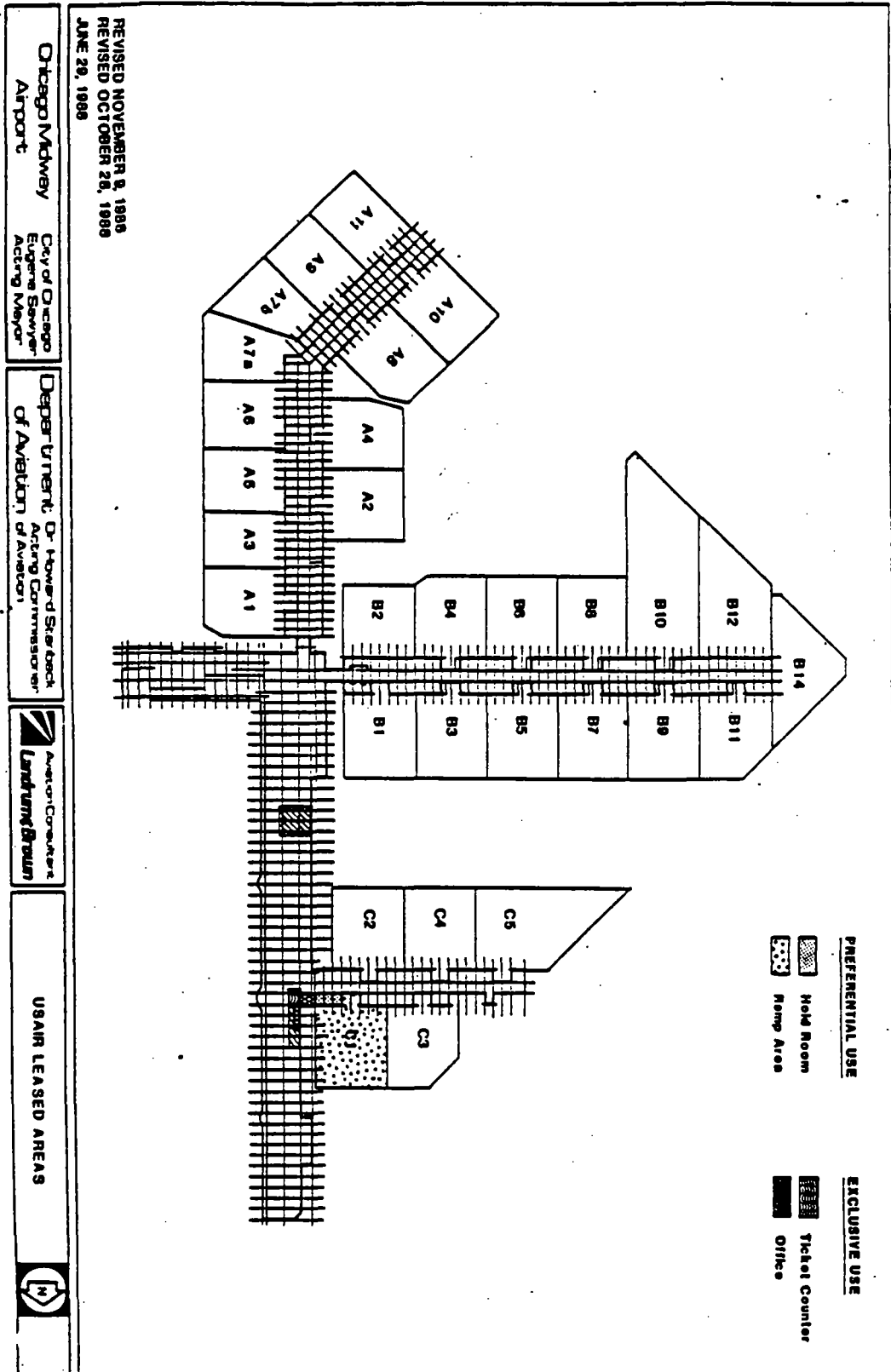
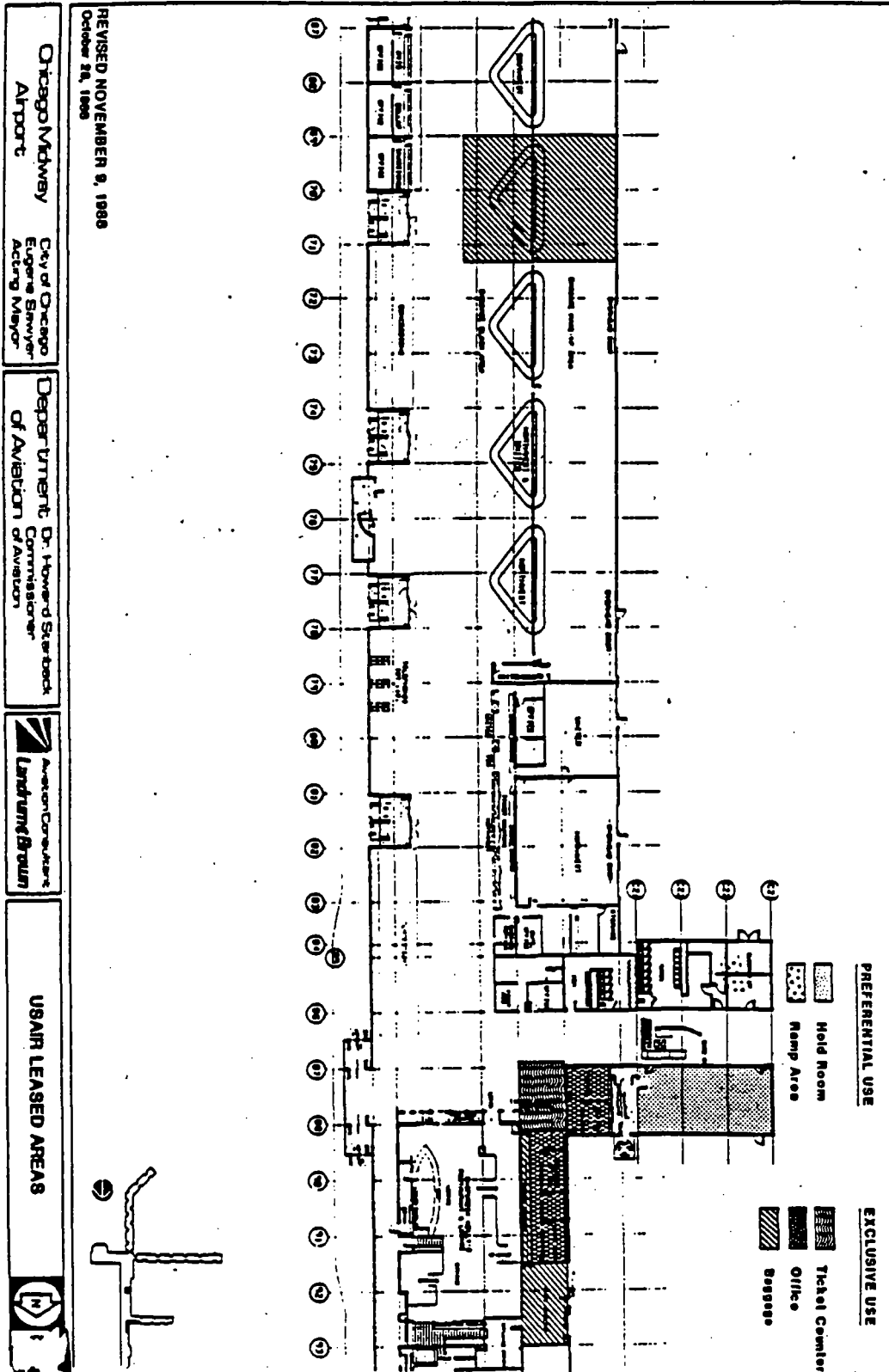


Exhibit "B"  
(page 2 of 2)



REVISED NOVEMBER 9, 1988  
October 24, 1988

Chicago Midway Airport  
City of Chicago  
Eugene Sawyer  
Acting Mayor

Department of Aviation  
Dr. Howard Starbuck  
Commissioner  
of Aviation

American Consultants  
Landmark Group

USAIR LEASED AREAS



Exhibit "D"  
(page 1 of 3)

CITY OF CHICAGO DEPARTMENT OF AVIATION  
RWY DEVELOPMENT PROGRAM EXHIBIT 1

DATE: 10/10/89

PROJ NUMBER	NAME/DESCRIPTION	CITY	FEDERAL	STATE	OTHER	TOTAL
NDW-2066-04	DESIGN NORTH AIRFIELD DRAINAGE  APPENDMENT 4 TO A. EPSTEIN CONTRACT TO COVER WORKING DMSG FOR NORTH AIRFIELD DRAINAGE REHABILITATION.	18,750	337,500	18,750		375,000
NDW-2066-05	RECNSTR OF SOUTH AIRFLD DRAINAGE PHASE 1  IMPLEMENTATION OF MASTER DRAINAGE STUDY AS IT APPLIES TO THE SOUTH AIRFIELD DRAINAGE SYSTEM THROUGH THE BECKETT SITE. CONSTRUCTION AND SUPERVISION ONLY.	4,800	86,400	4,800		96,000
NDW-2068	EASEMENT OFF 13R & 31L  ACQUISITION OF EIGHT AVIGATION EASEMENTS BETWEEN SOUTH ARCHER AVENUE AND THE RAILROAD FOR THE EXISTING APPROACH LIGHT SYSTEM (ALS) ON 13R AND ACQUISITION OF EASEMENTS ON TWO PROPERTIES OFF 63RD STREET AND CICERO AVE FOR THE INSTALLATION OF LEAD IN LIGHTS ON 31L.	6,701	120,618	6,701		134,020
NDW-3023	CONSTRUCT 4R-22L PARALLEL TAXIWAY  CONSTRUCTION OF A PARALLEL TAXIWAY ON THE EAST SIDE OF RUNWAY 4R/22L APPROXIMATELY 2,500 FEET LONG WITH ONE HIGH SPEED AND TWO 90 DEGREE EXITS.	206,103	3,709,857	206,103		4,122,063
NDW-3023-01	4R-22L PARALLEL TAXIWAY - SEWER WORK  SEWER DEPARTMENT WORK ON 4R-22L PARALLEL TAXIWAY PROJECT.	16,107	299,922	16,107		322,136
NDW-3036	NEW RUNWAY & PARALLEL TAXIWAY 13R/31L  CONSTRUCTION OF A PARALLEL RUNWAY & TAXIWAY SOUTH OF THE EXISTING RUNWAY 13R - 31L APPROXIMATELY 3,650 FEET LONG WITH ONE 90 DEGREE EXIT AND ONE HIGH SPEED 30 DEGREE EXIT. INCORPORATES FORMER NDW-4010 TAXIWAY PROJECT.	613,858	11,049,436	613,858		12,277,152
NDW-3036-01	13R/31L RW & TAXIWAY - SEWERAGE WORK  WORK TO BE DONE BY THE DEPARTMENT OF SEWERS IN CONJUNCTION WITH 13R/31L RUNWAY AND PARALLEL TAXIWAY PROJECT.	42,500	765,000	42,500		850,000
NDW-3038	WEST N/S TAXIWAY CONST  CONSTRUCT A NEW WEST N/S TAXIWAY TO PROVIDE ACCESS FOR THE WEST TRIANGLE AREA DEVELOPMENT. THIS WILL PROVIDE ACCESS TO RUNWAY 4L-22R AND TO THE NEW 13R-31L RUNWAY FROM THE WEST SIDE PARKING APRON.	86,963	1,565,325	86,963		1,739,250
NDW-4016	RELOC 13R GLIDE SLOPE INDIC  THE EXISTING GLIDE SLOPE INDICATOR IS BEING RELOCATED NORTHEASTWARD OF PRESENT LOCATION.	10,350	186,300	10,350		207,000

**Exhibit "D"**  
(page 2 of 3)

PROJ NUMBER	NAME/DESCRIPTION	CITY	FEDERAL	STATE	OTHER	TOTAL
NDM-4019-01	INSTALLATION SCTY EQUIPMENT  INSTALL ALL THE NECESSARY EQUIPMENT, RADIOS, TV, CAMERAS AND MONITORS FOR SECURITY	13,450	121,050			134,500
NDM-4019-02	AIRPORT SAFETY EQUIPMENT  PURCHASE AIRPORT SAFETY EQUIPMENT, INCLUDING A RU-METER VEHICLE, AND RUNWAY SENSORS.	22,000	198,000			220,000
NDM-5109-01	ALLADIN HOTEL/ACQUISITION & RELOC  ACQUIRE ALLADIN HOTEL AND RELOCATE RESIDENTS	24,000	446,400	24,800		495,200
NDM-5109-02	ALLADIN HOTEL/DEMOLITION  DEMOLISH ALLADIN HOTEL TO IMPROVE OPERATIONAL CAPABILITY OF Rwy 4R. PART OF OBSTRUCTION REMOVAL PROGRAM.	1,400	26,640	1,400		29,440
NDM-5114	LAND ACQUISITION - BELT RAILROAD  ACQUIRE 5.937 ACRES OF LAND OWNED BY THE BELT RAILROAD COMPANY.	21,250	382,500	21,250		425,000
NDM-5115-01	TERMINAL ROADWAY IMPROVEMENT PHASE 1  DEVELOP BUS ACCESS TO INNER TRAFFIC LANE BY CUTTING ACCESS WAY THROUGH EXISTING CANOPY & MEDIAN.	23,117				23,117
<b>TOTAL:</b>		<b>1,112,229</b>	<b>19,284,948</b>	<b>1,053,662</b>		<b>21,450,837</b>

CITY OF CHICAGO DEPARTMENT OF AVIATION  
 MIDWAY DEVELOPMENT PROGRAM EXHIBIT 3

Exhibit "D"  
 (page 3 of 3)

DATE: 10/16/88

PROJ NUMBER	NAME/DESCRIPTION	CITY	FEDERAL	STATE	OTHER	TOTAL
NDW-3039-02	PARKING LOT RESURFACING/RECONFIG PHASE 2  INCREASE SCOPE OF MAIN PARKING LOT RENOVATION AND RECONFIGURATION. PROJECT NOW INCLUDES RESTRIPING AND SIGNAGE.	315,000				315,000
NDW-3039-03	PARKING LOT RESURFACING/RECONFIG PHASE 3  COMPLETION OF MAIN PARKING LOT RENOVATION AND RECONFIGURATION. INCLUDES WORK NECESSARY TO RECAPTURE RENTAL CAR LANE FOR PARKING, STRIPING, COMPLETION OF THIRD EXIT LANE, AND PARKING OFFICE.	115,000				115,000
NDW-6103	PARKING LOT / EAST OF CICERO / CONST  CONSTRUCT APPROX 500 CAR PARKING LOT EAST OF CICERO AVENUE ON CURRENT ZAYRE PARKING LOT. LAND TO BE ACQUIRED BY CTA AS PART OF THE SOUTHWEST RAPID TRANSIT EXPANSION.	295,000				295,000
NDW-6107	COMPLETION OF DELUGE SYSTEM FEEDER LINES  NON-FEDERALLY FUNDED WORK NECESSARY TO INSTALL DELUGE SYSTEM FEEDERS UNDER SOUTH TAXIWAY AND WEST N/S TAXIWAY TO TENANT LEASE LINES.	135,000				135,000
NDW-6109	COB 2D-REPLACE OVDH DOORS-BAGGAGE AREA  REPLACE 6 OVERHEAD TYPE DOORS IN THE BAGGAGE HANDLING AREA WITH INDUSTRIAL GRADE, FLEXIBLE IMPACT TRAFFIC DOORS. THESE DOORS SHALL BE SINGLE ACTING, SELF CLOSING, INSULATED RUBBER TYPE WITH A CLEAR PLEXIGLASS PANEL IN EACH LEAF.	31,000				31,000
TOTAL		1,006,000				1,006,000

**Exhibit "E"**  
(page 1 of 4)

CITY OF CHICAGO DEPARTMENT OF AVIATION  
MIDWAY DEVELOPMENT PROGRAM EXHIBIT 2

DATE: 10/10/89

PROJ NUMBER	NAME/DESCRIPTION	CITY	FEDERAL	STATE	OTHER	TOTAL
NDW-2040	AIRPT MAINTENANCE FACILITY	1,375,000	1,125,000			2,500,000
	PREPARE A PROGRAM FOR THE DEVELOPMENT OF A NEW AIRPORT MAINTENANCE FACILITY TO BE LOCATED IN THE SOUTH INNER TRIANGLE AT MIDWAY, UTILIZING EXISTING MAINTENANCE STRUCTURE TO BE RELOCATED FROM O'HARE AIRPORT.					
NDW-2050	ESMARK HANGAR DEMOLITION	14,240	250,320	14,240		284,560
	DEMOLITION OF THE ESMARK HANGAR, NEAR THE 55TH AND CICERO INTERSECTION AND UNWANTED PAVEMENT WHICH ARE OBSTRUCTIONS ON RUNWAY 22L AND 22R.					
NDW-2066-02	RECONSTR OF SOUTH AIRFIELD DRAINAGE	33,750	607,500	33,750		675,000
	IMPLEMENTATION OF MASTER DRAINAGE STUDY AS IT APPLIES TO THE SOUTH AIRFIELD DRAINAGE SYSTEM. CONSTRUCTION AND SUPERVISION ONLY.					
NDW-2066-03	RECONSTR OF NORTH AIRFIELD DRAINAGE	60,000	1,000,000	60,000		1,200,000
	IMPLEMENTATION OF MASTER DRAINAGE STUDY AS IT APPLIES TO THE NORTH AIRFIELD DRAINAGE SYSTEM. CONSTRUCTION AND SUPERVISION ONLY.					
NDW-2066-06	RECONSTR OF SOUTH AIRFLD DRAINAGE PHASE 2	7,000	126,000	7,000		140,000
	FEDERALLY FUNDED SEWERAGE WORK IN THE SOUTH TRIANGLE DEVELOPMENT AREA. WORK CONSISTS OF LINE RUNNING PARALLEL TO AAA AERO SITE AND CONNECTING TO CICERO AVE OUTFALL.					
NDW-3028-01	OBSTRUCTION REMOVAL - CONTINENTAL SALES	1,250	22,500	1,250		25,000
	PREPARE APPRAISAL/S OF THE COST TO REMOVE AN ADVERTISING SIGN ATOP THE CONTINENTAL SALES DISCOUNT FOODS STORE LOCATED AT 6333 S. CICERO AVE. APPRAISAL TO BE USED FOR NEGOTIATIONS WITH OWNER AND POSSIBLE CITY ACQUISITION.					
NDW-3028-02	OBSTRUCTION REMOVAL-WEST SIDE CICERO	3,650	65,700	3,650		73,000
	ACQUIRE A BILLBOARD TYPE SIGN OPERATED BY FOSTER & KLEISER ON THE WEST SIDE OF CICERO AVE APPROXIMATELY 340' SOUTH OF 63RD ST. ACQUISITION SHOULD INCLUDE REMOVAL AND HAUL AWAY OF ALL MATERIALS AND STRUCTURE TO RESTORE SITE TO ORIGINAL CONDITION.					
NDW-3031	4R/22R SHOULDERS/LIGHTING/DRAIN	123,684	2,226,305	123,684		2,473,673
	RECONSTRUCTION OF RUNWAY 4R/22L SHOULDERS, CONSTRUCTION OF EDGE DRAINS AND REWIRING AND RELIGHTING OF (HIRL) HIGH INTENSITY RUNWAY LIGHTS.					



**Exhibit "E"**  
**(page 2 of 4)**

PROJ NUMBER	NAME/DESCRIPTION	CITY	FEDERAL	STATE	OTHER	TOTAL
MDW-3032	13R/31L SHOULDERS/LIGHTING/DRAIN  RECONSTRUCTION OF RUNWAY 13R/31L SHOULDERS, CONSTRUCTION OF EDGE DRAINS, AND REWIRING AND RELIGHTING OF (HIRL) HIGH INTENSITY RUNWAY LIGHTS.	116,020	2,068,367	116,020		2,320,407
MDW-3033	OVERLAY EXISTING RUNWAY 4L-22R  RUNWAY 4L/22R WILL BE OVERLAID TO A WIDTH OF 60' FOR APPROX 4000 FT OF LENGTH. PROJECT WILL INVOLVE A COMBINATION OF CONCRETE AND ASPHALT OVERLAY, NO SHOULDERS, AND RELOCATION OF EXISTING RW/TN LIGHTS TO ACCOMMODATE NEW WIDTH.	228,000	4,104,000	228,000		4,560,000
MDW-3042	W. INFIELD TRNGLE RDWAY/UTILITY DEVLPMNT  CONSTRUCT ACCESS ROAD AND UTILITIES FROM CENTRAL AVENUE TO THE WEST AIRFIELD TRIANGLE. INCLUDES WATER MAIN TO BE BROUGHT FROM CENTRAL AVE AND METER VAULT.	213,000		213,000		426,000
MDW-3045-01	LAND ACQUISITION-4.5 A FOR CICERO R.O.W.  ACQUIRE APPROXIMATELY 4.5 ACRES OF LAND BEGINNING AT AIRPORT BOUNDARY AND EXTENDING NORTHWARD PARALLEL TO CICERO AVE. ALONG THE NEWLY DESIGNATED RIGHT OF WAY FOR CICERO.	60,000	1,080,000	60,000		1,200,000
MDW-4010-01	CONST PARALLEL TAXIWAY 4L/22R PHASE 1  CONSTRUCT GENERAL AVIATION STRENGTH TAXIWAY PARALLEL TO RUNWAY 4L-22R FROM SOUTHERN EDGE OF WEST TRIANGLE RAMP TO EXISTING RUNWAY 13L-31R. PHASE 2 WILL COMPLETE THE TAXIWAY THROUGH TO THE NE CORNER OF THE NORTH TRIANGLE AREA.	73,750	1,363,500	73,750		1,511,000
MDW-4010-02	CONSTR PARALLEL TAXIWAY 4L-22R - PHASE 2  CONSTRUCT STRENGTH TAXIWAY PARALLEL TO RUNWAY 4L-22R NORTH FROM RUNWAY 13L-31R TO NORTHEAST CORNER OF THE NORTH TRIANGLE. PROJECT SCOPE TO INCLUDE SOME PORTION OF THE NORTH AIRFIELD DRAINAGE RECONSTRUCTION.	73,750	1,327,500	73,750		1,475,000
MDW-4017	RECONFIGURE AIRPORT SERVICE ROAD - 31/R  RECONFIGURATION OF AIRPORT SERVICE ROAD AT THE END OF NEW RUNWAY 31R TO ACCOMMODATE CHANGE IN ALP.	19,400	349,200	19,400		388,000
MDW-4020-01	TERMINAL SIGNAGE PROGRAM  PHASE 1 SIGNAGE PROGRAM FOR MIDWAY AIRPORT TO INCLUDE: - ESTABLISHING GRAPHIC STANDARDS FOR ALL DIRECTIONAL, TENANT AND FASCIA SIGNAGE - ESTABLISH SCOPE OF SIGNAGE WORK REQUIRED - DEVELOP SPECIFICATIONS FOR SIGNAGE PROGRAM AND MAINTENANCE CONTRACT	62,500	62,500			125,000

Exhibit "E"  
(page 3 of 4)

PROJ NUMBER	NAME/DESCRIPTION	CITY	FEDERAL	STATE	OTHER	TOTAL
NDW-4020-02	TERMINAL SIGNAGE PROGRAM - IMPLEMENT  IMPLEMENT TERMINAL SIGNAGE PROGRAM FOR ALL DIRECTIONAL SIGNAGE.	197,500	197,500			395,000
NDW-4025	NEW 13L/31R NORTH PARALLEL TAXIWAY  CONSTRUCTION OF A PRALLEL TAXIWAY ON THE NORTH SIDE OF THE NEW 13L/31R RUNWAY WITH ONE HIGH SPEED EXIT	200,000	3,600,000	200,000		4,000,000
NDW-4026	OBSTRUCTION REMOVAL 55 & CENTRAL  REMOVAL OF OFF AIRPORT OBSTRUCTIONS IN THE VICINITY OF 55TH AND CENTRAL; 36 TREES, 5 UTILITY POLES, 3 LIGHT POLES, 1 SIG & 1 ANTENNA TO IMPROVE OPERATIONAL CAPABILITY OF RMY 13R	1,995	35,910	1,995		39,900
NDW-4027	OBSTRUCTION REMOVAL 63RD & CICERO  REMOVAL OF OFF AIRPORT OBSTRUCTION IN THE VICINITY OF 63RD & CICERO; 28 TREES, 15 UTILITY POLES, 9 LIGHT POLES, 5 SIGNS AND 4 ANTENNAE TO IMPROVE OPERATIONAL CAPABILITY OF RMY 31L	2,615	47,070	2,615		52,300
NDW-4028	OBSTRUCTION REMOVAL-63 & CENTRAL  REMOVAL OF OFF AIRPORT OBSTRUCTIONS IN THE VICINITY OF 63RD & CENTRAL; 19 TREES, 13 UTILITY POLES, 7 LIGHT POLES, 1 SIGN AND 1 ANTENNA TO IMPROVE OPERATIONAL CAPABILITY OF RMY 4R	1,565	28,170	1,565		31,300
NDW-4029	OBSTRUCTION REMOVAL 55 & CICERO  REMOVAL OF OFF AIRPORT OBSTRUCTIONS IN THE VICINITY OF 55TH & CICERO; 5 TREES AND 20 LIGHT POLES TO IMPROVE THE OPERATIO CAPABILITY OF RUNWAY 22L	1,960	35,280	1,960		39,200
NDW-4031	55TH / CICERO LAND ACQUISITION  ACQUIRE APPROXIMATELY 3.7 ACRES OF LAND ON THE NORTHWEST CORNER OF W. 55TH STREET AND CICERO AVENUE.	95,000	1,710,000	95,000		1,900,000
NDW-5101	THRESHOLD LIGHTS / RUNWAY RESTRIPIING  INSTALL RUNWAY THRESHOLD LIGHTS AND RESTRIPE PAVEMENT ON RUNWAYS 13R/31L, 4R/22L AND 4L/22R.	6,000	100,000	6,000		120,000
NDW-5110	BLAST/SECURITY/SOUND FENCING  INSTALL BLAST, SECURITY, AND SOUND FENCING AT MIDWAY AS REQUIRED TO REPLACE OBSOLETE FENCING AND TO IMPROVE SOUND ISOLATION.	48,750	877,500	48,750		975,000

Exhibit "E"  
(page 4 of 4)

DATE:

PROJ-NUMBER NAME/DESCRIPTION	CITY	FEDERAL	STATE	OTHER	TOTAL
MDW-5110-01 BLAST FENCE PKG LOT B  INSTALL APPROXIMATELY 825 FT OF BLAST FENCING 8' HIGH TO PROTECT PARKING LOT 'B'.	6,250	112,500	6,250		125,000
MDW-5111 CRASH/FIRE/RESCUE STATION  CONSTRUCTION OF NEW, APPROX 15400 SQFT, CRASH/FIRE/RESCUE STATION TO BE LOCATED IN WEST TRIANGLE AT MIDWAY AIRPORT. PROJECT MAY BE DEVELOPED IN CONJUNCTION WITH AIRFIELD MAINTENANCE FACILITY THOUGH FUNDING WILL BE SEPARATE.	55,000	1,100,000	55,000	1,540,000	2,750,000
MDW-6100 OVERLAY RUNWAY 13L/31R  OVERLAY, RESTRIPE, AND GROOVE RUNWAY 13L/31R AT MIDWAY. APPROXIMATELY 6200' X 175' WIDE INCLUDING SHOULDERS.	125,000	2,250,000	125,000		2,500,000
MDW-6101 OVERLAY RUNWAY 4R/22L  OVERLAY, RESTRIPE, AND GROOVE RUNWAY 4R/22L AT MIDWAY. APPROXIMATELY 6000' X 175' WIDE INCLUDING SHOULDERS.	100,000	1,000,000	100,000		2,000,000
MDW-6105 AIRPORT BEACON REWIRING & NEW WIND SOCK  REWIRE AIRPORT BEACON AS NECESSARY TO PUT BEACON UNDER TOWER CONTROL. REPLACE EXISTING WIND SOCK WITH NEW LIGHTED SOCK AND REWIRE AS NECESSARY TO ELIMINATE ALL EXPOSED WIRING.	1,375	24,750	1,375		27,500
MDW-6113 REHAB/UPGRADE PUBLIC RESTROOMS-STUDY  DEVELOP PROGRAM AND SCHEMATICS FOR 2 NEW RESTROOMS IN THE SOUTH END OF THE TERMINAL, DEVELOP RECOMMENDATIONS FOR THE REHABILITATION AND UPGRADE OF THE EXISTING TOILET ROOMS, AND DEVELOP SOLUTION FOR RELOCATION OF THE SECURITY AREA AND RELATED ENCLOSURES NECESSARY TO SECURE GATE C1.	5,000	5,000			10,000
MDW-6115 NEW TERM ENTRY DOORS W/ VESTIBULES  REPLACE EXISTING 11 TERMINAL ENTRANCES WITH NEW VESTIBULED ENTRANCES. EXISTING DOORS AND OPERATORS TO BE REPLACED.			410,000		410,000
MDW-6120 ELECTRICAL VAULT EQUIPMENT UPGRADE  REPLACE OR REHABILITATE EQUIPMENT IN RELOCATED ELECTRICAL VAULT AS REQUIRED.	6,200	117,800	6,200		124,000
TOTAL	3,518,704	29,131,372	2,091,204	1,540,000	35,273,050

EXECUTION OF AMENDED AND RESTATED AIRPORT USE  
AGREEMENT AND TERMINAL FACILITIES LEASE  
WITH AIR CANADA AT CHICAGO O'HARE  
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, August 31, 1989.

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

Your Committee on Aviation, to which was referred an ordinance on July 19, 1989 authorizing the Department of Aviation to enter into an Amended and Restated Airport Use Agreement and Terminal Facilities Lease between the City of Chicago and Air Canada, 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Air Canada, ("Airline") desires to become a signatory to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1986; and

WHEREAS, City desires to have Airline become a signatory to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease; now, therefore,

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

SECTION 1. The Amended and Restated Airport Use Agreement and Terminal Facilities Lease, attached hereto as Exhibit 1 between the City and the Airline is hereby authorized and approved. The Mayor, the Comptroller and the Commissioner of the Department of Aviation are hereby authorized to execute the Amended and Restated Airport Use Agreement and Terminal Facilities Lease in substantially the form attached hereto as Exhibit 1 and the City Clerk is authorized to attest and affix the seal of the City of Chicago, after approval by the Corporation Counsel as to form and legality.

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

Exhibit 1 attached to this ordinance reads as follows:

*Exhibit 1.*

*Amended And Restated Airport Use Agreement And  
Terminal Facilities Lease.*

This Agreement, dated as of January 1, 1985, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City"), and Air Canada, a corporation organized and existing under the laws of the Government of Canada ("Airline").

*Witnesseth:*

Whereas, City owns and operates the Airport (as hereinafter defined) and has the power to grant rights and privileges with respect thereto; and

Whereas, City and each of American Airlines, Inc., Delta Air Lines, Inc., Northwest Orient Airlines, Inc., Trans World Airlines, Inc., United Air Lines, Inc., and USAir, Inc. have executed an Airport Use Agreement and Terminal Facilities Lease dated February 1, 1983, as amended by Amendment No. 1 dated April 1, 1983 and Amendment No. 2 dated June 1, 1983 thereto, and City and Ozark Air Lines, Inc. have executed an Airport Use Agreement and Terminal Facilities Lease dated May 12, 1983, as amended by Amendment

No. 1 dated May 12, 1983 and Amendment No. 2 dated June 1, 1983 thereto (collectively, the "1983 Airport Use Agreement"); and

Whereas, City and the Airline Parties (as hereinafter defined) enumerated above find it necessary and advisable to further amend and restate the 1983 Airport Use Agreement in the form of this Amended and Restated Airport Use Agreement and Terminal Facilities Lease; and

Whereas, City and Airline have agreed upon the Airport Development Plan (as hereinafter defined) and desire to set forth their agreement regarding the financing and construction of the facilities and improvements included in the Airport Development Plan and their respective rights and obligations regarding the use and operation of the Airport;

Now, Therefore, In consideration of the premises and of the mutual covenants and agreements herein contained, City and Airline agree as follows:

#### *Article I.*

#### *Definitions.*

##### Section 1.01 Definitions.

The following words, terms and phrases, shall for purposes of this Agreement, have the following meanings:

(1) "Additional Footage" means, at any time, for each Airline Party, that number of square feet of premises equal to the number of square feet of such Airline Party's Exclusive Use Premises at such time minus the number of square feet of such Airline Party's Existing Footage at such time. Except as otherwise expressly provided in Sections 5.05 and 9.11, all references to an Airline Party's "Additional Footage", "Existing Footage" or "Exclusive Use Premises" shall be references to premises with respect to which such Airline Party's Date of Beneficial Occupancy has occurred.

(2) "Agreement" means this Amended and Restated Airport Use Agreement and Terminal Facilities Lease, as hereafter amended or supplemented from time to time in accordance with its terms.

(3) "Air Transportation Business" means the carriage by aircraft of persons or property as a common carrier for compensation or hire, or the carriage of mail, by aircraft, in commerce, as defined in the Federal Aviation Act of 1958, as amended.

(4) "Aircraft Operator" means the owner, lessee or operator of an aircraft whether the aircraft so owned, leased or chartered is used for private, military, pleasure or governmental operations, or for airline or non-airline operations, or for scheduled or

non-scheduled operations. "Aircraft Operator" shall not mean the pilot of an aircraft unless such pilot is also the owner or lessee thereof or a person to whom such aircraft is chartered.

(5) "Aircraft Parking Areas" means that part of the Airport defined as such in the definition of "Airfield Area".

(6) "Airfield Area" means the land identified as Airfield Area on Exhibit D attached hereto, and, except as otherwise provided herein, all facilities, equipment and improvements now or hereafter located thereon, including the following:

- (a) "Aircraft Parking Areas" -- those areas adjacent to the Terminal Structures, the International Terminal Structures, and the general aviation building designated for the exclusive and nonexclusive parking, loading and unloading of aircraft;
- (b) "Runways" -- runways at the Airport for the landing and taking-off of aircraft;
- (c) "Taxiways" -- taxiways and taxilanes at the Airport for the ground movement of aircraft to, from and between the Runways, Aircraft Parking Areas and other portions of the Airport; and
- (d) "Facilities incidental to the Runways, Aircraft Parking Areas, and Taxiways" -- facilities for the purpose of controlling and assisting arrivals, departures and operations of aircraft using the Airport, such as control towers operated and maintained by the F.A.A., signals, beacons, wind indicators, flood lights, landing lights, boundary lights, construction lights, radio and electronic aids or other aids to operations, navigation or ground control of aircraft whether or not of a type herein mentioned and even though located away from the rest of the Airfield Area.

At such time as the portion of the Airfield Area designated for use in the future as an international terminal facility is used for such purpose, such portion shall be included in the International Terminal Area and excluded from the Airfield Area. Debt Service allocated to the Airfield Area shall also include the Debt Service on Capital Projects, or allocable portions thereof, which are not located on the land identified as Airfield Area on Exhibit D but which are nevertheless allocated to the Airfield Area in the Airport Development Plan.

(7) "Airline-Funded Cost" means, for each Capital Project described in the Airport Development Plan, the amount set forth opposite such Capital Project in the Airport Development Plan, as such amount may be adjusted pursuant to Article IX.

(8) "Airline Party" means, at any time, Airline and each other person actively engaged in the Air Transportation Business at the Airport who then has an Airport Use Agreement in effect with City.

(9) "Airline's Aircraft Parking Area" means, at any time, the Aircraft Parking Areas designated in Section 4.04(a) hereof for Airline's exclusive use at such time.

(10) "Airlines' Representative" means the person so designated by a Majority-in-Interest by written notice to the Commissioner. Any such designation of the Airlines' Representative shall remain in effect until revoked or modified by a Majority-in-Interest by written notice to the Commissioner.

(11) "Airport" means Chicago-O'Hare International Airport as shown on Exhibit A attached hereto, together with any additions thereto, or improvements or enlargements thereof, hereafter made, but any land, rights-of-way, or improvements which are now or hereafter owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, shall not be deemed to be part of the Airport.

(12) "Airport Development Fund" means the Airport Development Fund created under Section 7.10 and described in Article X.

(13) "Airport Development Plan" means the plan attached hereto as Exhibit B, showing certain Capital Projects to be constructed at the Airport, together with the Fueling System Capital Projects described on Exhibit H.

(14) "Airport Fees and Charges" means, for any Fiscal Year, all rentals, charges and fees payable by all Airline Parties for such Fiscal Year, after adjustment pursuant to the Final Audit for such Fiscal Year, (a) pursuant to an Airport Use Agreement, and, if appropriate, (b) pursuant to a Special Facility Financing Arrangement to the extent rentals, charges and fees paid pursuant thereto are for the purpose of paying Special Facility Revenue Bond and Other Debt Service.

(15) "Airport Fund" means the Airport Fund created under Section 7.10.

(16) "Airport Use Agreement" means (a) this Agreement, (b) each other airport use agreement and terminal facilities lease, with respect to the Airport, substantially the same (except with respect to the Exclusive Use Premises and Airline's Aircraft Parking Area described therein) and having the same expiration date as this Agreement, and (c) in the case of an all-cargo carrier, its airport use agreement, with respect to the Airport, substantially the same (except with respect to the Exclusive Use Premises and Airline's Aircraft Parking Area described therein) and having the same expiration date as this Agreement, together with a cargo facilities lease of no shorter duration than such airport use agreement; in each case as amended or supplemented from time to time.

(17) "Approved Maximum Landing Weight" means, for any aircraft operated by Airline, the maximum landing weight of such aircraft as set forth in Airline's F.A.A. approved operating manual.



(18) "Capital Expenditure" means an expenditure for the acquisition, construction or equipping of a Capital Project, together with related design, architectural and engineering fees and costs.

(19) "Capital Project" means a capital improvement at the Airport, or the acquisition of land beyond the then-current boundaries of the Airport for use as a part of the Airport.

(20) "Commissioner" means the Commissioner of the Department of Aviation of City, or any successor to the duties of such official.

(21) "Concession Revenues" means, for any Fiscal Year, rentals, charges and fees of any kind or nature payable to City during such Fiscal Year from tenants, licensees, permittees, or other operators at the Airport, for the right to use premises at the Airport to sell or lease merchandise, services or other intangibles, including, but not limited to, restaurants, bars, car rental agencies, news stands, gift shops, specialty shops, advertising displays, insurance sales facilities, public telephones, facilities for the furnishing of ground transportation services, hotels and parking areas; provided, however, that Concession Revenues shall not include (a) any such rentals, charges or fees derived from the Land Support Area or the International Terminal Area, (b) Airport Fees and Charges, (c) terminal rentals or landing fees of non-Airline Parties, (d) fees and charges under fueling facility agreements, or (e) the proceeds of any tax levied at the Airport.

(22) "Construction Fund" means the Construction Fund created under Article IV of the General Airport Revenue Bond Ordinance.

(23) "Cost-Revenue Centers" (sometimes abbreviated as "C.R.C.s") means those areas of the Airport grouped together for the purposes of accounting for Revenues, O. & M. Expenses and Debt Service, and for calculating Airport Fees and Charges. The C.R.C.s named in this Agreement, taken together, comprise the entire Airport, and are the Terminal Area, the Airfield Area, the International Terminal Area, the Terminal Support Area, the Fueling System and the Land Support Area.

(24) "Date of Beneficial Occupancy" means, with respect to Airline's Exclusive Use Premises, the earlier of (a) the date on which such premises are certified by City to be usable by Airline for the conduct of its Air Transportation Business, pursuant to written notice given by City to Airline; provided, however, that (i) if the construction of such premises is to be completed after the Effective Date, such premises shall not be certified to be so usable until construction of such premises is substantially complete, and until Airline has had reasonably sufficient time to render such premises usable for the conduct of its Air Transportation Business, (ii) if such premises are already constructed and occupied by another person prior to occupancy by Airline, such premises shall not be certified to be so usable until vacated by such other person occupying such premises (including any Airline Party whose Phase I or Phase II Exclusive Use Premises include such premises) and until Airline has had reasonably sufficient time to render such premises usable for the conduct of its Air Transportation Business, and (iii) failure by Airline to complete tenant improvements in a timely manner shall not be the basis for City determining that such premises are not usable for an Air Transportation Business,

and (b) the date on which Airline first occupies such premises and conducts its Air Transportation Business therein pursuant to Section 4.03(b).

(25) "Debt Service" means, for any Fiscal Year, the aggregate of (a) General Airport Revenue Bond Debt Service payable for such Fiscal Year, (b) Special Facility Revenue Bond and Other Debt Service payable for such Fiscal Year, and (c) at any time when the General Airport Revenue Bond Ordinance is not in effect, principal payments, interest payments, fund deposit requirements (other than construction fund deposits requirements) and amounts payable as a result of debt service coverage requirements on obligations issued by City pursuant to Article VIII, other than Special Facility Revenue Bonds. In addition, for purposes of this Agreement, "Debt Service" shall include all payments made under any and all agreements providing for the lease or acquisition of the Buses, identified in the Airport Development Plan as Capital Project TA-10(b), exclusive of amounts attributable under such agreements to the O. & M. Expenses of such Buses.

(26) "Debt Service Fund" means the Debt Service Fund created under Section 501 of the General Airport Revenue Bond Ordinance.

(27) "Debt Service Reserve Fund" means the Debt Service Reserve Fund created under Section 501 of the General Airport Revenue Bond Ordinance.

(28) "Effective Date" means the Effective Date as described in Section 2.01.

(29) "Emergency Reserve Fund" means the Emergency Reserve Fund created under Section 7.10 and described in Article XI.

(30) "Enplaned Passengers" means all originating and on-line transfer and off-line transfer revenue passengers.

(31) "Event of Default" means, with respect to each Airline Party, an Event of Default, as defined in Article XXIV, with respect to such Airline Party.

(32) "Exclusive Use Premises" means, at any time, for each Airline Party, those areas and facilities in the Terminal Area which, pursuant to Article IV of such Airline Party's Airport Use Agreement, are then leased to such Airline Party for its exclusive occupancy and use.

(33) "Existing Footage" means, at any time, for each Airline Party, the number of square feet of premises identified as Existing Footage in Article IV of such Airline Party's Airport Use Agreement, increased by such number of square feet of premises, if any, as may be added to such Airline Party's Exclusive Use Premises, from time to time, pursuant to Section 8.01(b).

(34) "Federal Aviation Administration" (sometimes abbreviated as "F.A.A.") means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

(35) "Federal Inspection Service Facility" means facilities provided for the United States Customs Service, the United States Immigration and Naturalization Service, the United States Department of Health and Human Services, and the United States Department of Agriculture, and any successor departments or services thereto, for the processing of arriving international passengers.

(36) "Federal Inspection Service Fees" means fees paid to City for the use of a Federal Inspection Service Facility.

(37) "Fee Landing" means any landing at the Airport of an aircraft except (a) an aircraft which takes off from the Airport and, without making a stop at any other airport, returns to and lands at the Airport because of meteorological conditions, mechanical or operating causes, or any similar emergency or precautionary reason, or (b) an aircraft which is owned by and used exclusively in the service of the United States of America or the government of any state, territory or possession thereof or therein.

(38) "Final Audit" means the annual audit report described in Section 7.07.

(39) "Fiscal Year" means January 1 through December 31 of any year or such other fiscal year as City may adopt for the Airport.

(40) "Fueling System" means those structures, improvements and facilities consisting of the existing fueling system leased under the Fueling System Lease Agreement at the Airport dated as of January 1, 1959 and the Capital Project described in the Airport Development Plan as the Fueling System, all as described on Exhibit H, which are located on land described as Land Support Area on Exhibit G or land described as Airfield Area on Exhibit D.

(41) "Fueling System Fees" means, with respect to each Airline Party, the Fueling System Fees calculated pursuant to Article V of such Airline Party's Airport Use Agreement.

(42) "Fueling System Lease" means the Fueling System Lease described in Section 3.06.

(43) "Funding Contingency Reserve" means each reserve calculated pursuant to Section 9.07 for a Priority I Capital Project or component thereof.

(44) "General Airport Revenue Bond Debt Service" means, for any Fiscal Year, all amounts of any nature whatsoever payable for such Fiscal Year, under the General Airport Revenue Bond Ordinance, into the Debt Service Fund, the Debt Service Reserve Fund, and the Junior Lien Obligation Debt Service Fund, and any other payment required pursuant to the debt service coverage requirements of Section 704 of the General Airport Revenue Bond Ordinance, reduced by an amount equal to any interest payable on General Airport Revenue Bonds during such Fiscal Year from General Airport Revenue Bond proceeds and investment income thereon held by or for the account of City.

(45) "General Airport Revenue Bond Ordinance" means the 1983 Chicago-O'Hare International Airport General Airport Revenue Bond Ordinance, attached hereto as Exhibit I, as adopted by the City Council of City and as hereafter amended or supplemented from time to time in accordance with its terms and as necessary to authorize the issuance of General Airport Revenue Bonds pursuant to Articles VIII and IX. A chart showing the order of priority of the allocation of Revenues under the General Airport Revenue Bond Ordinance is attached hereto as Exhibit O.

(46) "General Airport Revenue Bonds" means bonds of City authenticated and delivered pursuant to the General Airport Revenue Bond Ordinance.

(47) "Government Grants-in-Aid" means those moneys granted to City by the United States of America or any agency thereof, or the State of Illinois, or any political subdivision or agency thereof, to pay for all or a portion of the cost of Capital Projects; provided, however, that Government Grants-in-Aid shall not include any payments made for services rendered at the Airport.

(48) "Ground Transportation System" means the system operated by City, either directly or through an independent contractor, and employed in the conveyance of passengers and employees solely within the boundaries of the Airport, including all vehicles, equipment, stations, maintenance areas and rights-of-way of such system.

(49) "Independent Accountant" means a certified public accountant selected by City, and approved by Majority-in-Interest, licensed to practice in the State of Illinois, and who (a) in the case of an individual, shall not be a director, officer or employee of either City or any Airline Party, (b) shall be satisfactory to the Trustee, if any, and (c) may be the accountant that regularly audits the books of City or the Airport.

(50) "Independent Airport Consultant" means a consultant selected by City, after reasonable notice given to the Airlines' Representative, with expertise in the administration, financing, planning, maintenance and operations of airports and facilities thereof, and who, in the case of an individual, shall not be a director, officer or employee of either City or any Airline Party.

(51) "Independent Architect or Engineer" means an architect or engineer selected by City, after reasonable notice given to the Airlines' Representative, authorized to practice in the State of Illinois, and who, in the case of an individual, shall not be a director, officer or employee of either City or any Airline Party.

(52) "International Terminal Area" means the land identified as International Terminal Area on Exhibit E attached hereto, and, except as otherwise provided herein, all structures and improvements now or hereafter located thereon, including the following:

- (a) "International Terminal Structures" -- international passenger terminal buildings, including concourses, hold areas and all connecting structures, Federal Inspection Service Facilities, passenger walkways and tunnels;

excluding, however, such portions thereof as may be set aside to accommodate the Ground Transportation System;

- (b) "F.I.S. Relocation Facility" -- that facility used as a Federal Inspection Service Facility as provided in the Airport Development Plan; and
- (c) "Heating and Refrigeration Plant" -- such portion of the heating and refrigeration plant at the Airport as is designated as part of the International Terminal Area in the Airport Development Plan, and all ducts, pipes and other utility connections with International Terminal Structures.

Any International Terminal Structure or F.I.S. Relocation Facility shall be part of the International Terminal Area only so long as such structure or facility is used as an international terminal facility. Debt Service allocated to the International Terminal Area shall also include the Debt Service on Capital Projects, or allocable portions thereof, which are not located on the land identified as International Terminal Area on Exhibit E but which are nevertheless allocated to the International Terminal Area in the Airport Development Plan, and shall exclude the Debt Service on those Capital Projects, or allocable portions thereof, which are located on such land but which are allocated to the Terminal Area in the Airport Development Plan.

(53) "International Terminal Area Airline Party" means each person actively engaged in the Air Transportation Business who has signed a lease and airport use agreement for the use of the International Terminal Area having a term of not less than ten (10) years.

(54) "Investment Income" means any interest accruing on, and any profit realized from the investment of, moneys in the Debt Service Fund, the Debt Service Reserve Fund, the Junior Lien Obligation Debt Service Fund, and any debt service reserve fund established under any ordinance or resolution authorizing the issuance of Junior Lien Obligations, or, at any time when the General Airport Revenue Bond Ordinance is not in effect, in similar funds created pursuant to any ordinance or resolution authorizing the issuance of obligations issued by City pursuant to Article VIII other than Special Facility Revenue Bonds.

(55) "Junior Lien Obligations" means any bonds, notes or evidences of indebtedness issued by City pursuant to Article VIII, other than General Airport Revenue Bonds or Special Facility Revenue Bonds, including obligations issued by City as permitted by Section 705 of the General Airport Revenue Bond Ordinance.

(56) "Junior Lien Obligation Debt Service Fund" means the Junior Lien Obligation Debt Service Fund created under Section 501 of the General Airport Revenue Bond Ordinance.

(57) "Land Support Area" means the land and air rights identified as Land Support Area on Exhibit G attached hereto, and, except as otherwise provided

herein, all structures, improvements, facilities, roads and utilities now or hereafter located thereon.

(58) "Landing Fee Rate" means the Landing Fee Rate established pursuant to Article V.

(59) "Landing Fees" means, with respect to each Airline Party, the Landing Fees calculated pursuant to Article V of such Airline Party's Airport Use Agreement.

(60) "Maintenance Reserve Fund" means the Maintenance Reserve Fund created under Section 7.10.

(61) "Majority-in-Interest" means, during any Fiscal Year, either (a) any five or more Airline Parties which, in the aggregate, paid sixty percent (60%) or more of Airport Fees and Charges paid by all Airline Parties for the preceding Fiscal Year, or (b) any numerical majority of Airline Parties which, in the aggregate, paid fifty percent (50%) or more of Airport Fees and Charges paid by all Airline Parties for the preceding Fiscal Year. Solely for the purpose of determining a Majority-in-Interest, no airline shall be deemed to be an Airline Party so long as an Event of Default with respect to such Airline Party has occurred and is continuing, and City has given written notice of such Event of Default to such Airline Party. Whenever the approval of or an action by a Majority-in-Interest is required hereunder, it shall be evidenced in writing by Airlines' Representative.

(62) "1959 Airport Use Agreement" means the airport use agreement, if any, with respect to the Airport entered into between City and Airline, dated as of January 1, 1959.

(63) "1959 Bond Ordinance" means the ordinance entitled "Ordinance authorizing the issuance of Chicago-O'Hare International Airport Revenue Bonds, Series of 1959, for the purpose of improving and extending said Airport and providing for payment of principal and interest on said bonds," adopted by the City Council of City on December 29, 1958 as supplemented by ordinances adopted by the City Council of City on February 16, 1959, February 1, 1961, July 13, 1962, July 21, 1967, June 26, 1968, March 25, 1970, and August 30, 1972, authorizing, securing and confirming the sale to the respective purchasers thereof of the 1959 Bonds.

(64) "1959 Bonds" means, collectively, the revenue bonds of City, outstanding as of any date of determination, described as follows:

- (a) Chicago-O'Hare International Airport Revenue Bonds, Series of 1959, dated January 1, 1959, issued pursuant to Section 2.02 of the 1959 Bond Ordinance in the original aggregate principal amount of \$120,000,000;
- (b) Chicago-O'Hare International Airport Revenue Bonds, Series A of 1961, dated January 1, 1961, issued pursuant to Section 2.15 of the 1959 Bond Ordinance in the original aggregate principal amount of \$25,000,000;

- (c) Chicago-O'Hare International Airport Revenue Bonds, Series B of 1961, dated January 1, 1961, issued pursuant to Section 2.15 of the 1959 Bond Ordinance in the original aggregate principal amount of \$4,000,000;
- (d) Chicago-O'Hare International Airport Revenue Bonds, Series of 1967, dated July 1, 1967, issued pursuant to Section 2.16 of the 1959 Bond Ordinance in the original aggregate principal amount of \$5,000,000;
- (e) Chicago-O'Hare International Airport Revenue Bonds, Series of 1968, dated July 1, 1968, issued pursuant to Section 2.16 of the 1959 Bond Ordinance in the original aggregate principal amount of \$18,000,000;
- (f) Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970, dated March 1, 1970, issued pursuant to Section 2.16 of the 1959 Bond Ordinance in the original aggregate principal amount of \$52,000,000; and
- (g) Chicago-O'Hare International Airport Revenue Bonds, Series of 1972, dated July 1, 1972, issued pursuant to Section 2.16 of the 1959 Bond Ordinance in the original aggregate principal amount of \$8,000,000.

(65) "1959 Terminal Lease Agreement" means the lease, if any, of terminal facilities at the Airport entered into between City and Airline dated as of January 1, 1959, as amended and supplemented from time to time.

(66) "Non-Use Agreement Revenues" means, for any Fiscal Year, all revenues except (a) Terminal Area Use Charges, (b) Landing Fees, (c) Fueling System Fees, (d) City deposits into the Airport Fund or City transfers to the Trustee for deposit into the Revenue Fund, in either case, for subsequent deposit into the Airport Development Fund pursuant to Section 13.03 and (e) Investment Income.

(67) "Operation and Maintenance Expenses" (sometimes abbreviated as "O. & M. Expenses") means, for any Fiscal Year, the costs incurred by City in operating and maintaining the Airport during such Fiscal Year, either directly or indirectly by allocation to the Airport by City in accordance with the practices and procedures of City historically used under the 1959 Airport Use Agreement and remaining in effect as of the Effective Date, including, without limitation:

- (a) the following costs and expenses incurred by City for employees of City employed at the Airport, or doing work involving the Airport: direct salaries and wages (including overtime pay), together with payments or costs incurred for associated payroll expense, such as union contributions, cash payments to pension funds, retirement funds or unemployment compensation funds, life, health, accident and unemployment insurance premiums, deposits for self-insurance, vacations and holiday pay, and other fringe benefits;

- (b) costs of materials, supplies, machinery and equipment and other similar expenses which, under generally accepted accounting principles, are not capitalized;
- (c) costs of maintenance, landscaping, decorating, repairs, renewals and alterations not reimbursed by insurance, and which, under generally accepted accounting principles, are not capitalized;
- (d) costs of water, electricity, natural gas, telephone service and all other utilities and services whether furnished by City or purchased by City and furnished by independent contractors at or for the Airport;
- (e) costs of rentals of equipment or other personal property;
- (f) costs of rentals of real property under leases approved by a Majority-in-Interest;
- (g) costs of premiums for insurance, including property damage, public liability, burglary, bonds of employees, workers' compensation, disability, automobile, and all other insurance covering the Airport or its operations;
- (h) Terminal Area Rentals, Terminal Area Use Charges, Landing Fees, Fueling System Fees and indemnification payments pursuant to Section 19.01(a)(ii), (iii) or (iv), unpaid by any Airline Party when due and reasonably deemed by City to be uncollectible after collection efforts have been undertaken by City in accordance with Section 16.03, but only to the extent such rentals, charges and fees have not been paid out of funds available therefor in the Emergency Reserve Fund pursuant to Section 11.03(b), or in the Airport Development Fund pursuant to Section 10.04(c);
- (i) costs incurred in collecting and attempting to collect any sums due City in connection with the operation of the Airport;
- (j) costs of advertising at or for the Airport;
- (k) except to the extent capitalized, compensation paid or credited to persons or firms appointed or engaged, from time to time, by City to render advice and perform architectural, engineering, construction management, financial, legal, accounting, testing or other professional services in connection with the operation, expansion, alteration, reconstruction, betterment or other improvement of the Airport or any of its structures or facilities;
- (l) required deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund;
- (m) except to the extent capitalized, trustees' fees, paying agents' fees, and all other fees and expenses incurred in order to comply with the provisions of any ordinance or resolution authorizing obligations issued pursuant to Article VIII;



- (n) the liabilities and costs described in Section 19.01(a)(i); and
- (o) all other direct and indirect expenses, whether similar or dissimilar, which arise out of City's operation of the Airport, and which, under generally accepted accounting principles, are properly chargeable as expenses to the Airport, including any taxes payable by City which may be lawfully imposed upon the Airport by entities other than City.

(68) "Operation and Maintenance Fund" means the Operation and Maintenance Fund created under Section 7.10.

(69) "Operation and Maintenance Reserve Fund" means the Operation and Maintenance Reserve Fund created under Section 7.10.

(70) "Phase I Exclusive Use Premises", "Phase II Exclusive Use Premises," and "Phase III Exclusive Use Premises," as the case may be, means those premises in the Terminal Area described as such in Article IV hereof.

(71) "Priority I Capital Project" means a Capital Project designated as a Priority I Capital Project in the Airport Development Plan.

(72) "Priority II Capital Project" means a Capital Project designated as a Priority II Capital in the Airport Development Plan.

(73) "Public Use Premises" means, at any time, those areas and facilities which, at such time, are part of the Terminal Area and are not any Airline Party's Exclusive Use Premises, and which consist of, among other things, common areas for passenger movement, Terminal Area Concession Areas, basement areas, City offices and operations areas, public restrooms, public waiting areas, entrances, exits, chases, building support areas not open to the general public (such as mechanical and electrical areas, janitor closets, and heating and refrigeration facilities), and premises which are designed for exclusive use but are not then leased to any Airline Party for its exclusive use and occupancy. Public Use Premises shall be either Type A Public Use Premises or Type B Public Use Premises.

(74) "Qualified Investments" means:

- (a) any direct obligation of, or any obligation the full and timely payment of principal of and interest on which is guaranteed by, the United States of America;
- (b) deposits in interest-bearing time deposits or certificates of deposit or similar arrangements issued by any bank or national banking association, which deposits, to the extent not insured by the Federal Deposit Insurance Corporation, shall be secured by obligations referred to in subsection (a) above or (d) or (e) below having a current market value (exclusive of accrued interest) at least equal to one hundred ten percent (110%) of the amount of

such deposits, marked to market monthly, and which obligations referred to in subsection (a) above or (d) or (e) below shall have been deposited in trust by such bank or national banking association with the trust department of the Trustee or with a Federal Reserve Bank or branch or, with the written approval of City and the Trustee, with another bank, trust company or national banking association for the benefit of City and the appropriate fund or account as collateral security for such deposits;

- (c) direct and general obligations of any state of the United States of America or any political subdivision of the State of Illinois which are rated not less than AA or Aa or their equivalents by Standard & Poor's Corporation or Moody's Investors Service, Inc., or their successors;
- (d) obligations issued by any of the following agencies: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Banks System, Federal Land Banks, Export-Import Bank, Tennessee Valley Authority, Government National Mortgage Association, Farmers Home Administration, United States Postal Service, the Federal National Mortgage Association to the extent that such obligations are guaranteed by the Government National Mortgage Association, any agency or instrumentality of the United States of America and any corporation controlled and supervised by, and acting as an agency or instrumentality of, the United States of America;
- (e) repurchase agreements extending not beyond thirty (30) calendar days with banks which are members of the Federal Reserve System or with government bond dealers recognized as primary dealers by the Federal Reserve Bank of New York that are secured by obligations referred to in subsection (a) above having a current market value equal to at least one hundred three percent (103%) of the amount of the repurchase agreement, marked to market weekly, and which obligations have been deposited in trust by such banks or dealers with the trust department of the Trustee or with a Federal Reserve Bank or branch, or with the written approval of City and the Trustee, with another bank, trust company or national banking association for benefit of City and the appropriate fund or account as collateral security for such repurchase agreements; and
- (f) public housing bonds issued by public housing authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America, or project notes issued by public housing authorities, or project notes issued by local public agencies, in each case fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America.

(75) "Revenue Fund" means the Revenue Fund created under Section 501 of the General Airport Revenue Bond Ordinance.

(76) "Revenues" means, for any Fiscal Year, all amounts received or receivable directly or indirectly by City, for such Fiscal Year, for the use and operation of, or with respect to, the Airport (excluding the Land Support Area), including, without limitation: all amounts transferred into the Airport Fund or the Special Capital Projects Fund pursuant to Section 23.01; all Airport Fees and Charges (excluding payments described in subsection (a) below); all other rentals, charges and fees for the use of the Airport (including all rentals and flight fees payable by non-Airline Parties) or for any service rendered by City in the operation thereof; Concession Revenues and concession revenues derived from the International Terminal Area; interest payments to City made pursuant to Section 7.08; interest accruing on, and any profit realized from the investment of, moneys in the Revenue Fund, the Debt Service Fund, the Debt Service Reserve Fund, the Junior Lien Obligation Debt Service Fund, the Maintenance Reserve Fund, the Operation and Maintenance Fund, the Special Capital Projects Fund, the Operation and Maintenance Reserve Fund, and any debt service reserve fund established under any ordinance or resolution authorizing the issuance of Junior Lien Obligations; and City deposits into the Airport Fund or transfers to the Trustee for deposit into the Revenue Fund pursuant to Sections 13.03 and 13.04; provided, however, that Revenues shall not include: (a) any amounts derived by City from Special Facility Financial Arrangements entered into in connection with Special Facility Improvements to the extent such amounts derived are required to pay principal of, premium, if any, and interest on Special Facility Revenue Bonds and all sinking and other reserve fund payments required by the ordinance or resolution authorizing the issuance of such Special Facility Revenue Bonds, (b) the proceeds of any passenger facility charge or similar tax levied by or on behalf of City, (c) interest accruing on, and any profit resulting from the investment of, moneys in the Airport Development Fund, the Emergency Reserve Fund, and the Construction Fund, (d) Government Grants-in-Aid (except to the extent used or to be used to pay for or reimburse the cost of any Capital Project previously funded through the issuance of General Airport Revenue Bonds or Junior Lien Obligations), (e) insurance proceeds which are not deemed to be revenues in accordance with generally accepted accounting principles, (f) the proceeds of any condemnation awards, and (g) the proceeds of any borrowings by City.

(77) "Rules and Regulations" means the rules and regulations promulgated by the Commissioner pursuant to Section 17.01.

(78) "Special Capital Project Expenditure" means a Capital Expenditure which, pursuant to Majority-in-Interest approval, is to be funded from Airport Fees and Charges entirely in the Fiscal Year in which it is expended.

(79) "Special Capital Projects Fund" means the Special Capital Projects Fund created under Section 7.10.

(80) "Special Facility Financing Arrangements" means (a) a lease, loan agreement or other agreement and any contemporaneous financing instruments relating to Special Facility Improvements entered into by City pursuant to which the lessee or borrower agrees to make payments to City during the term thereof in an amount at least equal to the sum of (i) the principal of, premium, if any, and interest on Special Facility Revenue Bonds issued to finance such Special Facility Improvements as the same become due, (ii) all costs of operating and maintaining such Special Facility Improvements required to

be paid by City and for which no mechanism for reimbursement to City has been established other than payments pursuant to such lease, loan agreement or other agreement and any contemporaneous financing instrument, and (iii) all sinking and other reserve fund payments required by ordinance or resolution authorizing such Special Facility Revenue Bonds as the same shall become due, or (b) any lease of, or other instrument relating to, a Special Facility Improvement entered into by City as a result of a default by the original or a subsequent lessee of, or borrower in connection with, such Special Facility Improvement, to the extent such lease or instrument, or the proceeds thereof, has been pledged to the payment of Special Facility Revenue Bonds.

(81) "Special Facility Improvement" means a building or facility at the Airport, or an improvement to such building or facility, or portion thereof, as has been constructed, installed, equipped or acquired with the proceeds of the sale of Special Facility Revenue Bonds or funds of the user thereof, or both. In the event that General Airport Revenue Bonds or Junior Lien Obligations are issued to redeem, refund, or otherwise refinance such Special Facility Revenue Bonds or funds of the user thereof, such building, facility or improvement, or such portion thereof, to which such General Airport Revenue Bonds or Junior Lien Obligations are attributable shall no longer be deemed to be a Special Facility Improvement.

(82) "Special Facility Revenue Bond and Other Debt Service" means, for any Fiscal Year, principal, premium, if any, interest, and any additional amounts payable by any Airline Party to a trustee or paying agent pursuant to the terms of an applicable indenture or ordinance, for such Fiscal Year, reduced by an amount equal to any interest payable on such obligations during such Fiscal Year from the proceeds of the sale of such obligations and from investment income thereon (but not including any amounts paid out of an escrow established to advance refund such Special Facility Revenue Bonds or other debt) on (a) Special Facility Revenue Bonds, and (b) any other notes, bonds, debentures or other evidences of indebtedness of any person; issued in either case pursuant to Section 8.02 or if Majority-in-Interest approval has been given therefor.

(83) "Special Facility Revenue Bonds" means bonds, notes or other evidences of indebtedness of City, with respect to which the principal, premium, if any, and interest are payable solely from proceeds of the sale of such bonds and from rentals or other charges derived by City under and pursuant to one or more Special Facility Financing Arrangements relating to specific Special Facility Improvements entered into between City and the user or users of such Special Facility Improvements, which bonds, notes or other evidences of indebtedness are not payable from Revenues, from Airport Fees and Charges or from other revenues of City and for which City has no taxing obligation.

(84) "Terminal Area" means the land identified as Terminal Area on Exhibit C attached hereto, and, except as otherwise provided herein, all structures and improvements now or hereafter located thereon, including the following:

- (a) "Terminal Structures" -- all passenger terminal buildings (including passenger terminal buildings which are or include Special Facility Improvements), connecting structures, passenger walkways and tunnels, concourses, hold areas, Federal Inspection Service Facilities, if any, and

control towers maintained by City; excluding, however, (i) such portions thereof as may be set aside to accommodate the Ground Transportation System, and (ii) any International Terminal Structures so long as such structures are used as international terminal facilities; and

- (b) "Heating and Refrigeration Plant" -- such portion of the heating and refrigeration plant at the Airport as is designated as part of the Terminal Area in the Airport Development Plan, and all ducts, pipes and other utility connections with Terminal Structures.

Debt Service allocated to the Terminal Area shall also include the Debt Service on Capital Projects, or allocable portions thereof, which are not located on the land identified as Terminal Area on Exhibit C but which are nevertheless allocated to the Terminal Area in the Airport Development Plan.

(85) "Terminal Area Concession Areas" means those portions of the Terminal Area leased to persons from whom payments to City pursuant to such leases constitute Concession Revenues.

(86) "Terminal Area Rentals" means, with respect to each Airline Party; the Terminal Area Rentals calculated pursuant to Article V of such Airline Party's Airport Use Agreement.

(87) "Terminal Area Use Charges" means, with respect to each Airline Party, the Terminal Area Use Charges calculated pursuant to Article V of such Airline Party's Airport Use Agreement.

(88) "Terminal Building No. 1" means the terminal building identified on Exhibit C attached hereto as Terminal Building No. 1, and the associated satellite concourse building.

(89) "Terminal Building No. 3 -- Expansion" means that portion of the Terminal Area identified on Exhibit C attached hereto as Terminal Building No. 3 -- Expansion and Concourse L.

(90) "Terminal Buildings No. 2 and No. 3" means the terminal buildings (not including Terminal Building No. 3 -- Expansion or any extensions made after the Effective Date to Concourses F, G, H, or K) identified on Exhibit C attached hereto as Terminal Building No. 2 and Terminal Building No. 3, and associated concourses, respectively.

(91) "Terminal Structures" means that part of the Airport defined as such in the definition of "Terminal Area".

(92) "Terminal Support Area" means the land identified as Terminal Support Area on Exhibit F attached hereto, and, except as otherwise provided herein, all structures and facilities now or hereafter located thereon, including the following:

- (a) "Parking Facilities" -- all public garage and public and employee parking areas and all roads and facilities serving such parking areas, excluding, however, the F.I.S. Relocation Facility for so long as such facility is used as an international terminal facility;
- (b) "Roadways and Related Facilities" -- all roadways and roadway rights-of-way, ramps, sidewalks, parkways, service stations, areas leased to car rental and ground transportation concessions;
- (c) "Ground Transportation System and Related Facilities" -- the surface right-of-way and all other land used for the Ground Transportation System and all facilities and equipment forming part of the Ground Transportation System; and
- (d) "O'Hare Hilton Hotel" -- the building identified on Exhibit F attached hereto as the O'Hare Hilton Hotel building, and any additions and improvements thereto.

(93) "Trustee" means the trustee appointed under the General Airport Revenue Bond Ordinance or any successor thereto.

(94) "Type A Public Use Premises" means all Public Use Premises of Terminal Buildings No. 2 and No. 3, and all Terminal Area Concession Areas, wherever located in the Terminal Area.

(95) "Type B Public Use Premises" means all Public Use Premises other than Type A Public Use Premises.

#### Section 1.02 Interpretation.

In this Agreement, unless the context otherwise requires:

- (a) The terms "hereby", "herein", "hereof", "hereto", "hereunder" and any similar terms used in this Agreement refer to this Agreement.
- (b) All Article and Section references, unless otherwise expressly indicated, are to Articles and Sections of this Agreement and to the same Articles and Sections of each other Airline Party's Airport Use Agreement.
- (c) Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- (d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for

convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) Words importing the singular shall include the plural and vice versa.

(f) This Agreement shall be governed and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that state.

#### Section 1.03 Incorporation Of Exhibits.

The following Exhibits attached hereto are hereby made a part of this Agreement:

Exhibit A	Chicago-O'Hare International Airport
Exhibit B	Airport Development Plan
Exhibit C	Terminal Area
Exhibit D	Airfield Area
Exhibit E	International Terminal Area
Exhibit F	Terminal Support Area
Exhibit G	Land Support Area
Exhibit H	Fueling System
Exhibit I	General Airport Revenue Bond Ordinance
Exhibit J	Airline's Phase I Exclusive Use Premises
Exhibit J-1	Airline's Phase II Exclusive Use Premises
Exhibit J-2*	Airline's Phase III Exclusive Use Premises
Exhibit K	Airline's Phase I Aircraft Parking Areas

---

\* If applicable

Exhibit K-1	Airline's Phase II Aircraft Parking Areas
Exhibit K-2*	Airline's Phase III Aircraft Parking Areas
Exhibit L	System of Allocation of O. & M. Expenses and Non- Use Agreement Revenues
Exhibit M	Identification of Existing Leases and Other Agreements of Airline to Be Extended
Exhibit N	Description of O. & M. Responsibilities
Exhibit O	Allocation of Revenues to Funds Established Under General Airport Revenue Bond Ordinance
Exhibit P	Algebraic Representation and Hypothetical Calculations of Terminal Area Use Charges
Exhibit Q	Terminal Finish Standards

*Article II.*

*Term.*

Section 2.01 Term Of Agreement.

This Agreement shall become effective on the date on which this Agreement is executed and delivered by City and Airline, and shall terminate on May 11, 2018. Notwithstanding the foregoing, the "Effective Date" as used in this Agreement shall mean May 12, 1983.

---

\* If applicable



*Article III.*

*Grant Of Rights.*

**Section 3.01 Use Of Airfield Area And Aircraft Parking Areas.**

(a) Airline shall have the right to conduct an Air Transportation Business at the Airport, to act as a contract or private carrier, and to perform all operations and functions as are incidental, necessary or proper thereto, including the following:

- (i) The right to land, take-off, fly and move aircraft operated by Airline on the Airfield Area;
- (ii) The right to use Airline's Aircraft Parking Area to permit Airline's employees, agents and contractors to load and unload persons, property, cargo and mail upon or from aircraft operated by Airline, and, if on a temporary basis or if permitted by Section 3.05, by another person engaged in an Air Transportation Business, by such means as may be reasonably necessary or convenient;
- (iii) The right to use Airline's Aircraft Parking Area to service aircraft and other equipment operated by Airline, and, if on a temporary basis or if permitted by Section 3.05, by another person engaged in an Air Transportation Business, with gasoline, oil, greases, lubricants and other fuel or propellant, and with foods and beverages and other supplies and materials, by such means as may be reasonably necessary or proper;
- (iv) The right to repair, condition, maintain, test and park aircraft and other equipment operated by Airline, and, if on a temporary basis or if permitted by Section 3.05, by another person engaged in an Air Transportation Business, on Airline's Aircraft Parking Areas; provided, however, such repair, conditioning, maintenance and testing shall be limited to those activities at the time commonly considered routine ramp servicing (which term includes the activities referred to in item (iii) above);
- (v) The right to park aircraft on Aircraft Parking Areas designated from time to time by City as available for common use;
- (vi) Subject to Section 3.07(f), the right to train personnel in its employ or under its direction;
- (vii) The right to sell, dispose of or exchange its aircraft, engines, accessories, gasoline, oil, greases, lubricants, other fuel or propellant, other equipment or supplies, and any articles or goods used by or acquired by Airline in connection with its conduct of an Air Transportation Business; provided, however, that Airline shall not sell, dispose of or exchange any such items to

persons other than its employees or other Aircraft Operators, unless such items represent surplus items at the time no longer reasonably necessary in connection with the conduct by Airline of its Air Transportation Business; and, provided further, that Airline shall not sell, dispose of or exchange gasoline, oil, greases, lubricants, fuel or propellants, except to other persons conducting an Air Transportation Business;

- (viii) The right to operate and maintain such mobile communications equipment as may be reasonably necessary or convenient for its operations;
- (ix) The right to purchase or otherwise obtain and use services and personal property of any nature (including aircraft, engines, accessories, gasoline, oil, greases, lubricants, other fuel or propellant, food, beverages, other equipment and supplies and any articles or goods) reasonably necessary or convenient for its operation from any supplier of its choice;
- (x) The installation, maintenance and operation by Airline, alone or jointly with one or more other Airline Parties, of aircraft air-conditioning equipment, auxiliary power to service parked aircraft, aircraft start-up equipment and such other miscellaneous aircraft support equipment as may be reasonably necessary or convenient to the conduct by Airline of an Air Transportation Business; and
- (xi) The right to conduct any operations or activities other than those enumerated above, reasonably related to the landing, taking-off, flying, moving, loading, unloading or ramp servicing of aircraft or the movement of passengers, which are reasonably necessary or convenient to the conduct by Airline of an Air Transportation Business; provided, however, that all such other operations and activities shall be subject to the prior written approval of the Commissioner.

(b) The foregoing shall not be construed to authorize Airline to conduct any business other than an Air Transportation Business at the Airport. The rights enumerated above may be exercised by Airline, alone or in conjunction with any other Airline Party, directly or through another person designated by Airline, or designated by Airline and such Airline Party jointly. The rights enumerated in item (iii) above to service aircraft and other equipment may be exercised only with respect to aircraft and other equipment operated by persons engaged in the Air Transportation Business; provided, however, that Airline may exercise such rights with respect to such persons other than Airline only to the extent not prohibited by any agreements to which City is a party as of the Effective Date.

### Section 3.02 Communications Equipment.

Airline shall have the right to install, maintain and operate, at such location or locations at the Airport as may have the prior written approval of the Commissioner, communications, meteorological and aerial navigation equipment, information and data

processing equipment, and other similar facilities as may be reasonably necessary or convenient to the conduct by Airline of an Air Transportation Business; provided, however, that the exercise of such right and privilege shall not interfere with City's operation of the Airport for the benefit of all Aircraft Operators using the Airport.

**Section 3.03 Use Of Exclusive Use Premises.**

(a) Airline shall have the right to use its Exclusive Use Premises for any and all purposes reasonably necessary, convenient or incidental to the conduct by Airline of an Air Transportation Business, including the following purposes:

- (i) The installation, maintenance and operation of customer relations, security and waiting room facilities and equipment, reservation offices, administrative offices, operations offices, lockers, restrooms and related facilities, baggage, cargo and mail-handling and storage facilities and equipment;
- (ii) The enplaning and deplaning of passengers, the handling of reservations, ticketing, billing and manifesting of passengers, and the handling of baggage, express cargo, property and mail, by airline employees or by self-service equipment operated by customers or passengers of Airline;
- (iii) The installation, maintenance and operation of radio and other communications equipment and information and data processing equipment;
- (iv) The operation, by Airline or an independent contractor, of passenger clubs and lounges where, to the extent permitted by law, Airline may serve food and beverages with or without charge;
- (v) The training of personnel in the employ of or under the direction of Airline;
- (vi) The maintenance and operation, by Airline or by an independent contractor, of an employees' cafeteria or restaurant, the preparation and serving of foods and beverages (including the maintenance and operation of vending machines dispersing such food and beverages, tobacco products and other merchandise) for consumption by Airline's employees, with the further right to do any and all things necessary, required or convenient therewith including the imposition of charges for such food and beverages; provided, however, that the location of such facilities shall be limited to areas within Airline's Exclusive Use Premises not intended to be open to the general public; and
- (vii) The maintenance and operation of facilities and equipment and the carrying on of activities reasonably necessary or convenient to carry out any or all of the foregoing.

(b) Nothing in this Agreement shall be construed to permit the use of Airline's Exclusive Use Premises for the sale of air travel insurance (unless such insurance is not otherwise available in the Terminal Area) or for public restaurants or merchandising operations, or for the conduct of any business other than Airline's Air Transportation Business.

(c) Airline may, with the prior written approval of City and other appropriate governmental authorities, use Airline's Exclusive Use Premises for a Federal Inspection Service Facility.

(d) City shall not, without obtaining Airline's prior written approval, apply for or use any Government Grants-in-Aid to pay for all or part of Airline's Exclusive Use Premises or Airline's Aircraft Parking Area, if the application for or use of such Government Grants-in-Aid would materially adversely affect Airline's exclusive use of such Exclusive Use Premises or Airline's Aircraft Parking Area.

(e) The grant of rights and privileges to Airline contained herein to serve food, beverages and other similar products in its Exclusive Use Premises is not intended to be broader than the grant of similar rights and privileges by City to Airline pursuant to the 1959 Airport Use Agreement and the 1959 Terminal Lease Agreement and to other persons conducting an Air Transportation Business at the Airport prior to the Effective Date.

#### Section 3.04 Use Of Public Use Premises And Other Public Areas; Ingress And Egress.

(a) Airline and its employees, agents, passengers, guests, patrons, invitees, its or their suppliers of materials and furnishers of services shall have the non-exclusive right to use, in common with others, those Public Use Premises provided for public use by City, and all other public areas of the Airport, together with all improvements, facilities, and equipment now or hereafter located thereon, including, without limitation: passenger walkways, passenger loading facilities, public lounges, public lobbies, public waiting rooms, public hallways, stairways and escalators, public restrooms, and public roads and parking lots. Nothing herein shall be deemed to convey to Airline any interest or property rights in the Public Use Premises, or any improvements thereto. The Public Use Premises shall be in the possession and control of City and shall at all times remain public property to be used only as public airport facilities, except as may be otherwise provided herein.

(b) Except as hereinafter provided, Airline shall have the right (i) of ingress to and egress from the Airport for its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of services, and its or their equipment, aircraft, vehicles, machinery and other property, (ii) to provide transportation of employees of Airline to, from and within the Airport, (iii) to provide transportation of passengers of Airline within the Airport, and (iv) to provide transportation for passengers of Airline to and from the Airport in the event of an emergency closing of the Airport or another airport or in the event of an unexpected cancellation of scheduled flights. Except as in this Agreement otherwise specifically provided, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline, its employees, agents, passengers, guests,

patrons and invitees, or its or their suppliers of materials and furnishers of services, for such right of ingress and egress, or for the privilege of purchasing, selling or using for a purpose herein permitted any materials or services purchased or otherwise obtained by Airline, or for transporting, loading, unloading or handling persons, property, cargo or mail in connection with Airline's Air Transportation Business, or for exercising any right or privilege granted by City hereunder. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile parking areas or sightseeing facilities, or for the use of ground transportation to, from, or within, the Airport furnished by City or its concessionaires, or for the furnishing or sale by City or its concessionaires to the public at the Airport of services, insurance, food and merchandise, or preclude City from imposing any tax, charge, or permit or license fee not inconsistent with the rights and privileges granted to Airline hereunder. Notwithstanding the foregoing, nothing in this Section 3.04 shall be deemed to permit City to levy, or preclude City from levying, a passenger facility charge or other similar tax at the Airport.

#### Section 3.05 Handling Agreements.

Pursuant to such terms and provisions as Airline may deem appropriate and for so long as Airline actively conducts an Air Transportation Business at the Airport, Airline's Exclusive Use Premises, Airline's Aircraft Parking Areas, and any Public Use Premises or other public areas of the Airport which Airline has a right to use in common with others, may also be used by Airline for the handling by Airline's personnel of air transportation operations of other persons engaged in the Air Transportation Business to the same extent as they may be used for the operations of Airline; provided, however, that (a) Airline shall remain liable for all of its obligations hereunder, (b) Airline shall give the Commissioner written notice of any such handling arrangement at least seven (7) days prior to the effective date thereof, and (c) no handling arrangement shall be allowed if the Commissioner objects to it on the basis of material adverse impact to Airport operations within such seven (7) day period.

#### Section 3.06 Construction, Operation And Maintenance And Use Of Fueling System.

Airline shall have the obligation to construct and operate and maintain, and the non-exclusive right to use, in common with others, the Fueling System, which obligation and right shall be governed by, and subject to the restrictions contained in, that certain Amended and Restated Fueling System Lease dated as of January 1, 1985, by and among City, Airline and various persons engaged in an Air Transportation Business. Any Airline Party or International Terminal Area Airline Party that is not a signatory to the Fueling System Lease shall not have the benefits or obligations of a lessee thereunder.

**Section 3.07 Restrictions.**

The foregoing rights and privileges of Airline are subject to the following specific restrictions:

(a) City may, from time to time, temporarily or permanently close roadways, ramp areas, doorways and any other areas at the Airport for the purpose of facilitating necessary construction, maintenance or repairs of facilities at the Airport, so long as reasonable means of ingress and egress to and from the Terminal Area and the Airfield Area remain available. City shall consult with Airline prior to any such closing which would adversely affect Airline's operations at the Airport unless such closing is necessitated by circumstances which pose an immediate threat to the health or safety of persons using the Airport. Airline hereby releases and discharges City, its successors and assigns, from any and all claims, demands or causes of action which Airline may have arising from the fact that such areas have been closed.

(b) City may prohibit the use of the Airfield Area by any aircraft operated or controlled by Airline which exceeds the design strength of the paving of the Runways and Taxiways, so long as such prohibition also extends to similar aircraft operated by other Aircraft Operators.

(c) Except as otherwise expressly provided herein or unless otherwise expressly permitted to do so, Airline shall not install, maintain or operate, or permit the installation, maintenance or operation in the Terminal Area of any vending machine or device designed to dispense or sell food, beverages, tobacco, or merchandise of any kind, except in areas which are not intended to be open to the general public.

(d) Airline shall not do or authorize to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, water system, communications system, fire protection system, or any other part of the utility, electrical or other systems installed or located from time to time at the Airport.

(e) Airline shall not do or authorize to be done anything at the Airport (i) which may constitute a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement or (ii) which will invalidate or conflict with any insurance policies covering the Airport. If, by reason of any failure on the part of Airline to comply with the provisions of this subsection, the cost of any such insurance or extended coverage is at any time higher than it otherwise would be, then Airline shall, at its option (1) provide an equivalent insurance policy written by an insurance company qualified to do business in the State of Illinois, or (2) pay City that part of all premiums paid by City which are charged because of such violation or failure by Airline.

(f) Airline shall limit its training flights into and out of the Airport to necessary F.A.A. qualification flights, and shall coordinate such training and other non-scheduled flight activities with representatives of the Department of Aviation of City. If requested by City, Airline shall restrict all such activities to certain hours so as to not interfere with scheduled flight activities of other Aircraft Operators using the Airport.

(g) City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right at all reasonable times to enter Airline's Exclusive Use Premises for the purpose of inspecting the same, for emergency repairs to utilities systems, and for the doing of any act which City may be obligated or have the right to do under this Agreement; provided, however, that in exercising such rights, City shall not unreasonably interfere with Airline's use and occupancy of its Exclusive Use Premises.

(h) City shall have the right to operate and maintain the Ground Transportation System with all necessary and reasonable means of ingress thereto and egress therefrom; provided, however, that in exercising such rights, City shall not unreasonably interfere with Airline's use and occupancy of its Exclusive Use Premises.

#### *Article IV.*

##### *Lease Of Terminal Facilities.*

###### **Section 4.01 Introduction.**

(a) For the purpose of fairly allocating Debt Service allocable to the Terminal Area among the Airline Parties occupying Exclusive Use Premises, all such premises are designated as either Existing Footage or Additional Footage. The total number of square feet of Existing Footage of all Airline Parties shall not exceed 770,000, unless and until the same may be increased pursuant to Section 8.01(b). Debt Service on obligations issued to fund the cost of designing, constructing and equipping Exclusive Use Premises (other than the Additional Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement), Type B Public Use Premises and those Capital Projects enumerated in Section 5.05(b), or to refinance, refund or redeem such obligations, is allocated among the Airline Parties based on Additional Footage. Debt Service on obligations issued to fund the cost of designing, constructing and equipping Type A Public Use Premises, or to refund, refinance or redeem such obligations is allocated among the Airline Parties based on total square footage of Exclusive Use Premises.

(b) Since Exclusive Use Premises of Airline may change, in size and location, as Capital Projects are constructed, this Article IV provides for the leasing of Exclusive Use Premises in phases, where applicable.

(c) In the event the Airport Use Agreement of any Airline Party terminates for any reason whatsoever, with respect to all or part of such Airline Party's Exclusive Use Premises, and City relets any such Exclusive Use Premises to any other Airline Party, such premises shall be included in the Exclusive Use Premises of such new lessee and all of such premises shall be designated as Additional Footage regardless of the number of square feet of such premises which may have been designated as Existing Footage in the previous lessee's Airport Use Agreement.

**Section 4.02 Phase I Exclusive Use Premises.**

(a) City hereby leases to Airline and Airline hereby hires and takes from City for airline's exclusive use, and agrees to pay Terminal Area Rentals and Terminal Area Use Charges calculated with reference to, the Exclusive Use Premises (Airline's Phase I Exclusive Use Premises) located in Terminal Building No. 3 and Concourse(s) G, together with all improvements and fixtures located therein, all as shown on Drawing Nos. 1, 2, 3, 4, 5 and 6 of Exhibit J attached hereto.

(b) The foregoing Phase I Exclusive Use Premises, taken together, comprise 6,986 square feet of which 6,986 square feet shall be deemed Airline's Existing Footage, and 0 square feet shall be deemed Airline's Additional Footage.

**Section 4.03 Phase II and Phase III Exclusive Use Premises.**

(a) (i) Effective as of the Date of Beneficial Occupancy of the Exclusive Use Premises described and depicted in Exhibit J-1 attached hereto, if any (Airline's "Phase II Exclusive Use Premises"), City shall, without any further action, lease to Airline and Airline shall, without any further action, hire and take from City for Airline's exclusive use, and shall pay Terminal Area Rentals and Terminal Area Use Charges calculated with reference to, such premises, subject to all of the terms and conditions of this Agreement (including Exhibit J-1).

(ii) City and Airline agree that the size, design and other details of Terminal Building No. 1 and extensions to Concourses F, G, H, K and L are in the conceptual stage as of the Effective Date and are subject to changes and refinements prior to final design, construction and equipping. Changes and refinements of any premises in the Terminal Area shall be approved by City and any Airline Party having Exclusive Use Premises in such premises; provided, however, no such changes or refinements shall be inconsistent with or contrary to the provisions of Section 9.03(b) or the description of "Project Scope" included in the Airport Development Plan. At the time of such changes or refinements, such amendments shall be made to Exhibits J-1, J-2, K-1 and K-2 as are necessary or appropriate.

(b) Prior to the date on which City certifies Airline's Phase II Exclusive Use Premises to be usable for the conduct of Airline's Air Transportation Business, Airline may, subject to the prior written approval of the Commissioner, nevertheless elect to occupy all or a portion of such Phase II Exclusive Use Premises for the purpose of conducting its Air Transportation Business. In its notice to the Commissioner of such election, Airline shall state the location and number of square feet of such Phase II Exclusive Use Premises which Airline elects to occupy, and the number of square feet, if any, of Airline's Phase I Exclusive Use Premises which Airline agrees to vacate and surrender in connection therewith. If the Commissioner grants his prior written approval to Airline to occupy a portion of such Phase II Exclusive Use Premises pursuant to this subsection (b), City shall



lease to Airline, and Airline shall take and hire from City, for Airline's exclusive use, and shall pay Terminal Area Rentals and Terminal Area Use Charges calculated with reference to, such portion of Phase II Exclusive Use Premises so approved; provided, however, that Airline shall, within thirty (30) days of occupying such portion of its Phase II Exclusive Use Premises, vacate and surrender the number of square feet of its Phase I Exclusive Use Premises which Airline has agreed to vacate.

(c) Within thirty (30) days after the Date of Beneficial Occupancy of all or a portion of Airline's Phase II (and Phase III, if Airline will have Phase III) Exclusive Use Premises, City and the Airlines' Representative will take field measurements of the premises so occupied and Exhibit J-1 (and J-2, if applicable) shall be amended, if necessary, to reflect such field measurements. Each such field measurement of Airline's and each other Airline Party's Exclusive Use Premises shall be made on the same basis using the same standard of measurement.

(d) No later than the earlier to occur of (i) thirty (30) days after the date described in Section 1.01(24)(b) has occurred, or (ii) ninety (90) days after the date described in Section 1.01(24)(a) has occurred, with respect to Airline's Phase II Exclusive Use Premises, Airline shall vacate and surrender all portions of Airline's Phase I Exclusive Use Premises which are not part of its Phase II Exclusive Use Premises; provided, however, that upon application by Airline, the Commissioner may extend the time period within which Airline must vacate and surrender such Phase I Exclusive Use Premises.

(e) As of the Date of Beneficial Occupancy of all or a portion of Airline's Phase II Exclusive Use Premises, subsection (a) of Section 4.02 hereof shall be deemed to be amended to include all or such portion, as the case may be, of such premises. As of the date of actual vacation of all or a portion of Airline's Phase I Exclusive Use Premises, subsection (a) of Section 4.02 hereof shall be deemed to be amended to exclude all or such portion, as the case may be, of such premises.

(f) At such time as subsection (a) of Section 4.02 hereof is deemed to be amended to include or exclude certain premises from the description of Airline's Exclusive Use Premises, subsection (b) of Section 4.02 hereof shall likewise be deemed to be amended to reflect the increase or decrease, if any, in the number of square feet comprising Airline's Exclusive Use Premises. Except as provided in subsection (b) of Section 8.01, except as required to make minor adjustments to accommodate Airline Party relocations (in which increases in Existing Footage shall not exceed 1,500 square feet) or to render lease limit lines in baggage areas uniform, or (only with regards to decreases in Exclusive Use Premises) except as may be specified in Exhibit J-1 (or J-2, if applicable), any such increase or decrease in the number of square feet of Airline's Exclusive Use Premises shall be an increase or decrease in the number of square feet of Airline's Additional Footage to the same extent; provided, however, that any decrease in excess of the total number of square feet of Airline's Additional Footage shall be a decrease in the number of square feet of Airline's Existing Footage to the extent of such excess. The calculation of Airline's Terminal Area Rentals and Terminal Area Use Charges shall be adjusted as of the date of such amendments to Section 4.02 hereof.

(g) City shall make Airline's Phase II Exclusive Use Premises available to Airline and Airline's contractors at the earliest practicable date to permit construction and installation

by Airline of fixtures, equipment and improvements necessary or desirable to permit such premises to be used by Airline for their intended purposes. Any construction and installation of fixtures must comply with the requirements of Section 15.02.

(h) Within the time provided in subsection (d) of this Section 4.03 and subject to the provisions of Section 9.12, Airline shall remove, to the extent feasible, from any premises vacated by Airline, all trade fixtures, tools, machinery, equipment (including, without limitation, aircraft loading bridges and devices, baggage systems and communications equipment), supplies, materials and other removable property belonging to Airline; provided, however, that Airline shall promptly repair any damage to such premises caused by such removal. Airline may sell any such property to any person, and City shall have no right under this Agreement to approve the amount received by Airline therefor.

(i) As of the date that Section 4.02 hereof is deemed to be amended to include in Airline's Exclusive Use Premises any premises vacated by another Airline Party, Airline shall assume in writing such other Airline Party's obligations, insofar as they relate to such Exclusive Use Premises, under the Fueling System Lease Agreement at the Airport, dated as of January 1, 1959, or any successor agreement thereto, and the Lockheed Fuel Services Agreement at the Airport, dated as of February 1, 1960, or any successor agreement thereto.

(j) If Airline will occupy Exclusive Use Premises in two phases prior to occupancy of its final Exclusive Use Premises, there shall be attached hereto an exhibit entitled Exhibit J-2 which shall describe Airline's Phase III Exclusive Use Premises. All of the provisions of subsections (a) through (i) of this Section 4.03 shall be applicable to any transition from Phase II Exclusive Use Premises to Phase III Exclusive Use Premises.

#### Section 4.04 Aircraft Parking Areas.

(a) City hereby grants to Airline, and Airline hereby accepts from City, for so long as Airline occupies all or any portion of its Phase I Exclusive Use Premises, the exclusive right to use the Aircraft Parking Areas immediately adjacent to all or such portion of Airline's Phase I Exclusive Use Premises, as shown on Exhibit K attached hereto. On and after the Date of Beneficial Occupancy of all or any portion of Airline's Phase II Exclusive Use Premises, and for so long as Airline occupies such premises, Airline shall have the exclusive right to use the Aircraft Parking Areas immediately adjacent to all or such portion of Airline's Phase II Exclusive Use Premises, as shown on Exhibit K-1 attached hereto. In the event that Airline will occupy Phase III Exclusive Use Premises, then on the Date of Beneficial Occupancy thereof, and for so long as Airline occupies all or any portion of such premises, Airline shall have the exclusive right to use the Aircraft Parking Areas adjacent to all or such portion of Airline's Phase III Exclusive Use Premises, as shown on Exhibit K-2 attached hereto.

(b) Subject to the provisions of Section 3.06, Airline's right to use Airline's Aircraft Parking Areas shall include the right to install hydrant fueling and shall be subject to the installation, maintenance, use and operation of underground piping and related facilities of the Fueling System.

*Article V.*

*Calculation Of Rentals, Fees And Charges.*

**Section 5.01 General Commitment.**

(a) For the purpose of fairly allocating the net cost of operating, maintaining and developing the Airport among all of the Airline Parties, various areas of the Airport have been grouped together for the purpose of accounting for Revenues, O. & M. Expenses and Debt Service. Each such area is a Cost-Revenue Center as defined in Article I. The net cost of each Cost-Revenue Center shall be determined pursuant to the provisions of this Article V, and Articles VI, XII, XIII and XIV. A pro rata share of the net cost of each Cost-Revenue Center (except the Land Support Area) shall be charged to Airline and to each of the other Airline Parties as part of Airport Fees and Charges in accordance with the provisions of this Article V. The aggregate of all rentals, fees and charges to be paid under all Airport Use Agreements by all Airline Parties shall be sufficient to pay for the net cost of operating, maintaining and developing the Airport (excluding the Land Support Area), including the satisfaction of all of City's obligations to make deposits and payments under any ordinance or resolution authorizing obligations issued pursuant to Article VIII other than Special Facility Revenue Bonds.

(b) In order to minimize the rentals, fees and charges which Airline is obligated to pay under this Agreement, City shall promote and develop Non-Use Agreement Revenues in a manner consistent with that of a reasonably prudent airport operator.

**Section 5.02 Terminal Area Rentals.**

At such times and in such manner as provided in Article VII, Airline shall pay Terminal Area Rentals to City equal to \$5.00 per square foot per year for the Exclusive Use Premises from time to time leased to Airline hereunder.

**Section 5.03 Terminal Area Use Charges.**

(a) At such times and in such manner as provided in Article VII, Airline shall pay Terminal Area Use Charges to City in an amount equal to:

- (i) Airline's pro rata share, if any, established pursuant to Section 5.04(a) of

- (1) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to Exclusive Use Premises (other than Exclusive Use Premises which are part of a Special Facility Improvement); and
- (2) Special Facility Revenue Bond and Other Debt Service attributable pursuant to Section 6.01(b) to the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement;

plus

- (ii) Airline's pro rata share, if any, established pursuant to Section 5.04(b), of Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to Type B Public Use Premises and to relocation costs incurred pursuant to Section 9.13;

plus

- (iii) Airline's pro rata share, established pursuant to Section 5.04(c), of

- (1) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to Type A Public Use Premises, to those capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii), and to the costs of funding or refinancing required deposits into the Operation and Maintenance Reserve Fund;
- (2) O. & M. Expenses of the Terminal Area identified in accordance with Section 6.02;
- (3) Airport Development Fund and Emergency Reserve Fund payment requirements calculated pursuant to Sections 10.02 and 11.02, respectively, and Special Capital Projects Fund payment requirements, if any, pursuant to Section 7.10, as each such payment requirement is allocated pursuant to Section 6.03 to the Terminal Area; and
- (4) Net Deficit, if any, of the Terminal Support Area calculated pursuant to Section 12.01 and allocated pursuant to Section 6.04 to the Terminal Area;

minus

- (iv) Airline's pro rata share, established pursuant to Section 5.04(c), of
  - (1) Non-Use Agreement Revenues of the Terminal Area identified in accordance with Section 6.02 and Section 13.04; and
  - (2) Net Revenues, if any, of the Terminal Support Area calculated pursuant to Section 12.01 and allocated pursuant to Section 6.04 to the Terminal Area;

plus

- (v) Airline's pro rata share, if any, established pursuant to Section 5.05 of additional Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to the Terminal Area;

plus

- (vi) Debt Service, if any, (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to Airline's tenant improvements in accordance with Section 6.01.

(b) Notwithstanding any other provisions of this Agreement, with respect to any Fiscal Year during which any Airline Party is obligated pursuant to a Special Facility Financing Arrangement to make Special Facility Revenue Bond and Other Debt Service payments, such Airline Party shall receive a credit against its Terminal Area Use Charges and Terminal Area Rentals for each month during such Fiscal Year in an amount equal to one-twelfth (1/12) of such Special Facility Revenue Bond and Other Debt Service payable by such Airline Party for such Fiscal Year allocated in accordance with Sections 6.01(a) and 6.01(b) to (i) the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement, (ii) Public Use Premises or (iii) the Terminal Support Area. If, in any month, such credit exceeds the aggregate amount of such Airline Party's Terminal Area Use Charges and Terminal Area Rentals for such month, such Airline Party shall receive a credit against its Landing Fees for such month. If, in any month, such credit exceeds the aggregate amount of such Airline Party's Terminal Area Use Charges, Terminal Area Rentals and Landing Fees for such month, such Airline Party shall receive a credit against such charges, rentals and fees for the next succeeding months during such Fiscal Year equal to such excess. To the extent that any such credits are not exhausted during such Fiscal Year, then such Airline Party shall receive a cash payment from City in the amount of such unexhausted credits within thirty (30) days of receipt by such Airline Party of the Final Audit for such Fiscal Year.

(c) An algebraic representation of the formula set forth in this Section 5.03, as applied to two hypothetical situations, is attached hereto as Exhibit P for illustrative purposes only.

#### Section 5.04 Airline's Pro Rata Share.

(a) Airline's pro rata share set forth in Section 5.03(a)(i) of Debt Service and Special Facility Revenue Bond and Other Debt Service shall be the percentage established by dividing (i) the total number of square feet of Airline's Additional Footage by (ii) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.04(a), any portion of a Special Facility Improvement in the Terminal Area designated as Additional Footage shall not be deemed to be Additional Footage. In the event that General Airport Revenue Bonds or Junior Lien Obligations are issued to redeem, refund, or otherwise refinance the Special Facility Revenue Bonds or other funds of the user of a Special Facility Improvement such that such building, facility or improvement, or portion thereof, is no longer deemed to be a Special Facility Improvement, then for purposes of this Section 5.04(a), the portion thereof designated as Additional Footage shall be deemed to be Additional Footage.

(b) Airline's pro rata share set forth in Section 5.03(a)(ii) of Debt Service shall be the percentage established by dividing (i) the total number of square feet of Airline's Additional Footage by (ii) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.04(b), any portion of a Special Facility Improvement in the Terminal Area designated as Additional Footage shall be deemed to be Additional Footage.

(c) Airline's pro rata share set forth in Sections 5.03(a)(iii) and (iv) of Debt Service, O. & M. Expenses, various payment requirements, Net Deficit or Net Revenues of the Terminal Support Area and Non-Use Agreement Revenues of the Terminal Area shall be the percentage established by dividing (i) the total number of square feet of Airline's Exclusive Use Premises by (ii) the total number of square feet of all Airline Parties' Exclusive Use Premises. For purposes of this Section 5.04(c), any portion of a Special Facility Improvement in the Terminal Area designated as Exclusive Use Premises shall be deemed to be Exclusive Use Premises.

#### Section 5.05 Special Allocations Of Additional Terminal Area Debt Service.

(a) While it is anticipated that interest during construction will be capitalized, to the extent any Debt Service attributable to Capital Projects in the Terminal Area becomes payable prior to the time when the premises being constructed are usable and used for the purposes for which they are being constructed, the following shall apply:

- (i) Airline shall pay its pro rata share of such Debt Service, if any, (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in

accordance with Section 6.01 to that portion of the Terminal Area which will become Exclusive Use Premises once the Date of Beneficial Occupancy with respect thereto has occurred; provided, however, that with respect to any such premises in a Special Facility Improvement, only that portion of the Special Facility Revenue Bond and Other Debt Service, if any, payable prior to the Date of Beneficial Occupancy, which is attributable pursuant to Section 6.01(b) to the Existing Footage portion of such Exclusive Use Premises, shall be deemed to be included for purposes of this Section 5.05(a)(i). Airline's pro rata share shall be the percentage established by dividing (1) the total number of square feet of Airline's Additional Footage by (2) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.05(a)(i), Additional Footage shall include the Additional Footage portion of an Airline Party's Phase II (or Phase III, if such Airline Party will have Phase III) Exclusive Use Premises prior to the Date of Beneficial Occupancy thereof if such premises are included in that portion of the Terminal Area under construction, but shall not include any Additional Footage which is part of a Special Facility Improvement. In the event that General Airport Revenue Bonds or Junior Lien Obligations are issued to redeem, refund or otherwise refinance the Special Facility Revenue Bonds or other funds of the user of a Special Facility Improvement such that such building, facility or improvement, or portion thereof, is no longer deemed to be a Special Facility Improvement, then for purposes of this Section 5.05(a)(i), the portion thereof designated as Additional Footage shall be deemed to be Additional Footage.

- (ii) Airline shall pay its pro rata share of such Debt Service, if any, (reduced by Investment Income allocated in accordance with Section 6.02(b) allocated in accordance with Section 6.01 to that portion of the Terminal Area which will become Type B Public Use Premises. Airline's pro rata share shall be the percentage established by dividing (1) the total number of square feet of Airline's Additional Footage by (2) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.05(a)(ii), Additional Footage shall include the Additional Footage portion of a Special Facility Improvement in the Terminal Area and the Additional Footage portion of an Airline Party's Phase II (or Phase III, if such Airline Party will have Phase III) Exclusive Use Premises prior to the Date of Beneficial Occupancy thereof if such premises are included in that portion of the Terminal Area under construction.
- (iii) Airline shall pay its pro rata share of such Debt Service, if any, (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to that portion of the Terminal Area which will become Type A Public Use Premises. Airline's pro rata share shall be the percentage established by dividing (1) the total number of square feet of Airline's Exclusive Use Premises by (2) the total number of square feet of Exclusive Use Premises of all Airline Parties. For purposes of this Section 5.05(a)(iii), that portion of a Special Facility Improvement in the Terminal Area designated as Exclusive Use Premises shall be Exclusive Use Premises.

(b) Airline shall pay its pro rata share of all Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)), whenever payable, on the following Capital Projects: TA 2, TA 5, TA 6, TA 8, TA 9, TA 10, TA 12 and TA 13, all as so designated and described in the Airport Development Plan. Airline's pro rata share shall be the percentage established by dividing (i) the total number of square feet of Airline's Additional Footage by (ii) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.05(b), Additional Footage shall include the Additional Footage portion of a Special Facility Improvement in the Terminal Area and the Additional Footage portion of each Airline Party's Phase II (or Phase III, if such Airline Party will have Phase III) Exclusive Use Premises prior to the Date of Beneficial Occupancy thereof.

#### Section 5.06 Landing Fees.

(a) At such times and in such manner as provided in Article VII, Airline shall pay a Landing Fee to City for each Fee Landing of an aircraft operated by Airline. The Landing Fee shall be an amount equal to the product of (i) the number of thousands of pounds of the Approved Maximum Landing Weight of the aircraft involved in the Fee Landing, multiplied by (ii) the Landing Fee Rate.

(b) The Landing Fee Rate for any Fiscal Year shall be determined (to the nearest 1/10th of one cent per each one thousand pounds) by dividing the Net Cost of the Airfield Area as defined in Section 5.07), for such Fiscal Year, by the total Approved Maximum Landing Weight in thousand-pound units of all aircraft of all Airline Parties landed in Fee Landings during such Fiscal Year.

(c) Notwithstanding any other provisions of this Agreement, with respect to any Fiscal Year during which any Airline Party is obligated pursuant to a Special Facility Financing Arrangement to make Special Facility Revenue Bond and Other Debt Service payments, such Airline Party shall receive a credit against its Landing Fees for each month during such Fiscal Year in an amount equal to one-twelfth (1/12th) of such Special Facility Revenue Bond and Other Debt Service payable by such Airline Party for such Fiscal Year allocated in accordance with Section 6.01 to the Airfield Area. If, in any month, such credit exceeds the aggregate amount of Landing Fees payable by such Airline Party for such month, such Airline Party shall receive a credit against its Landing Fees payable for the next succeeding months during such Fiscal Year equal to the amount of such excess. To the extent that any such credits are not exhausted during such Fiscal Year, then such Airline Party shall receive a cash payment from City in the amount of such unexhausted credits within thirty (30) days of receipt by such Airline Party of the Final Audit for such Fiscal Year.



**Section 5.07 Net Cost Of Airfield Area.**

The net cost of the Airfield Area shall be:

- (a) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to the Airfield Area;

plus

- (b) O. & M. Expenses of the Airfield Area identified in accordance with Section 6.02;

plus

- (c) Net Deficit, if any, of the International Terminal Area calculated pursuant to Section 14.02 and allocated pursuant to Section 6.05 to the Airfield Area;

plus

- (d) Airport Development Fund and Emergency Reserve Fund payment requirements calculated pursuant to Sections 10.02 and 11.02, respectively, and Special Capital Projects Fund payment requirements, if any, pursuant to Section 7.10, as each such payment requirement is allocated pursuant to Section 6.03 to the Airfield Area;

minus

- (e) Non-Use Agreement Revenues of the Airfield Area identified in accordance with Section 6.02;

minus

- (f) Net Revenues, if any, of the International Terminal Area calculated pursuant to Section 14.02 and allocated pursuant to Section 6.05 to the Airfield Area.,

**Section 5.08 Fueling System Fees.**

(a) At such times and in such manner as provided in Article VII, Airline shall pay to City Fueling System Fees for each Fiscal Year in an amount equal to Airline's pro rata share established pursuant to Section 5.08(b) below of:

- (i) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to the Fueling System;

plus

- (ii) O. & M. Expenses, if any, of the Fueling System identified in accordance with Section 6.02;

minus

- (iii) Non-Use Agreement Revenues, if any, of the Fueling System identified in accordance with Section 6.02;

(b) Airline's pro rata share for purposes of Section 5.08(a) above shall be computed as follows:

- (i) Ten percent (10%) thereof shall be distributed equally among all Airline Parties and International Terminal Area Airline Parties;
- (ii) Ninety percent (90%) thereof shall be distributed among all Airline Parties and International Terminal Area Airline Parties in the proportion that the number of gallons of aviation fuel distributed from the Fueling System to each such Airline Party or International Terminal Area Airline Party bears to the total number of gallons of aviation fuel distributed from the Fueling System to all Airline Parties and International Terminal Area Airline Parties.

(c) In the event that for any full calendar month none of the Airline Parties has any aviation fuel distributed to it from the Fueling System, Airline shall, for the purposes of this Section 5.08, be deemed to have had distributed to it in such month the average

number of gallons of aviation fuel distributed to it in each of the last preceding six months during which any aviation fuel was distributed to it.

*Article VI.*

*Identification And Allocation Of Revenues And Expenses.*

**Section 6.01 Debt Service.**

(a) City shall maintain accurate records allocating Debt Service for each Fiscal Year among the C.R.C.s. The allocation of Debt Service shall be based on actual expenditures made out of the proceeds of obligations giving rise to such Debt Service for each Capital Project described in the Airport Development Plan and in any future schedules of Capital Projects presented by City to the Airline Parties in accordance with Article VIII; provided, however, that Debt Service attributable to those capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii) shall be allocated thirty-five percent (35%) to the Terminal Area, thirty-five percent (35%) to the Airfield Area, twenty percent (20%) to the Terminal Support Area and ten percent (10%) to the International Terminal Area; and, provided, further, that Debt Service attributable to the costs of funding or refinancing required deposits into the Operation and Maintenance Reserve Fund, for each Fiscal Year, shall be allocated among the C.R.C.s in the same proportion as O. & M. Expenses, for such Fiscal Year are allocated among the C.R.C.s such allocation shall separately identify Debt Service allocated to the Terminal Area for (i) all Exclusive Use Premises (excluding Exclusive Use Premises which are part of a Special Facility Improvement), (ii) any Exclusive Use Premises which are part of a Special Facility Improvement, (iii) tenant improvements pursuant to Section 9.12, (iv) relocation costs incurred pursuant to Section 9.13, (v) Type A Public Use Premises, (vi) Type B Public Use Premises, (vii) those capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii), (viii) those Capital Projects enumerated in Section 5.05(b) and (ix) the costs of funding or refinancing required deposits into the Operation and Maintenance Reserve Fund; and shall separately identify Debt Service, if any, during construction for each of the foregoing.

(b) Special Facility Revenue Bond and other Debt Service attributable to the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement shall equal the amount of Special Facility Revenue Bond and Other Debt Service allocated to all of such Exclusive Use Premises pursuant to Section 6.01(a)(ii)("S") minus an amount equal to the product of (i) "S" times (ii) a fraction, the numerator of which shall be the number of square feet of such Exclusive Use Premises consisting of Additional Footage ("T") and the denominator of which shall be the total number of square feet of such Exclusive Use Premises ("U") times (iii) a fraction, the numerator of which shall be the total number of square feet of Exclusive Use Premises of all Airline Parties (including Exclusive Use Premises which are part of a Special Facility Improvement) to which Debt Service is allocable pursuant to Section 6.01(a)("V") and the denominator of which shall be the total number of square feet of Additional Footage of all Airline Parties (including

Additional Footage which is part of a Special Facility Improvement ("W"). An algebraic representation of the calculation of the Special Facility Revenue Bond and Other Debt Service attributable to the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement is as follows:

$$S - \left( S \times \frac{T}{U} \times \frac{V}{W} \right)$$

(c) Debt Service attributable to the refinancing, refunding or redemption of any General Airport Revenue Bonds, Junior Lien Obligations, Special Facility Revenue Bonds or other obligations shall be allocated among the C.R.C.s (and within a C.R.C.) to reflect the actual expenditures made out of the proceeds of such refinanced, refunded or redeemed bonds or other obligations.

(d) Debt Service attributable to the refinancing, refunding or redemption of any 1959 Bonds shall be allocated equally between the Terminal Area and the Airfield Area. All of such Debt Service allocated to the Terminal Area shall be allocated to Type A Public Use Premises.

(e) As part of the Final Audit, the Independent Accountant shall review the records of City for the purpose of determining compliance with the allocation requirements of this Section 6.01.

**Section 6.02 Operation And Maintenance Expenses; Non-Use Agreement Revenues; Investment Income.**

(a) City shall maintain accurate records allocating O. & M. Expenses and Non-Use Agreement Revenues for each Fiscal Year in accordance with Exhibit L attached hereto; provided, however, that all O. & M. Expenses described in Section 1.01(67)(h) and (n) shall be allocated to the Airfield Area. As part of the Final Audit, the Independent Accountant shall review the records of City for the purpose of determining compliance with the allocation requirements set forth in Exhibit L attached hereto.

(b) Investment Income, for each Fiscal Year, shall be allocated among the C.R.C.s, and within the Terminal Area, on the same basis and in the same proportion as Debt Service, for such Fiscal Year, is allocated among the C.R.C.s, and within the Terminal Area.

**Section 6.03 Airport Development Fund, Emergency Reserve Fund And Special Capital Projects Fund Payment Requirements.**

(a) The Airport Development Fund and Emergency Reserve Fund payment requirements calculated pursuant to Sections 10.02 and 11.02, respectively, shall be allocated between the Terminal Area and the Airfield Area in the same ratio as (i) the sum

of Terminal Area Rentals and Terminal Area Use Charges for all Airline Parties for the preceding Fiscal Year bears to (ii) Landing Fees for all Airline Parties for the preceding Fiscal Year.

(b) Any Special Capital Projects Fund payment requirements approved by a Majority-in-Interest shall be allocated to the Terminal Area or the Airfield Area as approved by a Majority-in-Interest.

**Section 6.04 Allocation Of Terminal Support Area Net Deficit Or Net Revenues.**

Terminal Support Area Net Deficit or Net Revenues for any Fiscal Year, calculated in accordance with Section 12.01, shall be allocated between the Terminal Area and the International Terminal Area in the same ratio as (i) the number of Enplaned Passengers of the Terminal Area for such Fiscal Year bears to (ii) the number of Enplaned Passengers of the International Terminal Area for such Fiscal Year.

**Section 6.05 Allocation Of International Terminal Area Net Deficit Or Net Revenues.**

International Terminal Area Net Deficit or Net Revenues for any Fiscal Year, calculated in accordance with Section 14.02, shall be allocated to the Airfield Area.

*Article VII.*

*Payment Of Landing Fees, Terminal Area Use Charges  
And Fueling System Fees.*

**Section 7.01 Information On Airline Operations.**

Not earlier than one hundred twenty (120) days nor later than one hundred (100) days prior to the end of each Fiscal Year, Airline shall furnish City with an estimate of (a) the total Approved Maximum Landing Weight of all aircraft to be landed at the Airport by Airline during the next ensuing Fiscal Year, (b) the total number of Enplaned Passengers of Airline at the Airport for the next ensuing Fiscal Year, and (c) the total number of gallons of aviation fuel to be distributed from the Fueling System to Airline during the next ensuing Fiscal Year.

**Section 7.02 Preliminary Projection Of Landing Fee Rate, Terminal Area Use Charges And Fueling System Fees.**

Not later than seventy (70) days prior to the end of each Fiscal Year, City shall furnish Airline with a projection for the next ensuing Fiscal Year of (a) the Landing Fee Rate, (b) Airline's Terminal Area Use Charges and (c) Airline's Fueling System Fees. Unless City reasonably believes the information submitted to City pursuant to Section 7.01 to be unreasonable or inaccurate, the projection (the "Preliminary Projection of Fees and Charges") shall incorporate such information, and shall present, for the Airport in its entirety and for each C.R.C., the latest available data on current operations of the Airport, a pro forma projection for the entire current Fiscal Year, and an estimate of each of the following items for the next ensuing Fiscal Year:

- (i) Debt Service (indicating Capital Projects which require approval of a Majority-in-Interest pursuant to Section 8.05);
- (ii) Operation and Maintenance Expenses;
- (iii) Non-Use Agreement Revenues;
- (iv) Investment Income;
- (v) The Airport Development Fund payment requirements;
- (vi) The Emergency Reserve Fund payment requirements;
- (vii) The Special Capital Projects Fund payment requirements;
- (viii) The Operation and Maintenance Reserve Fund payment requirements; and
- (ix) Any changes in the number of square feet of any Airline Party's Exclusive Use Premises and Additional Footage.

Airline may submit written comments on the Preliminary Projection of Fees and Charges to the Commissioner within thirty (30) days following receipt thereof by Airline. City shall give due consideration to any comments submitted in a timely manner by Airline. City shall, when requested by a Majority-in-Interest, convene a meeting with Airline Parties to discuss O. & M. Expenses relating to the operation of any Ground Transportation System.

**Section 7.03 Projection Of Landing Fee Rate, Terminal Area Use Charges And Fueling System Fees.**

Not later than thirty (30) days prior to the end of each Fiscal Year, City shall furnish Airline with a Projection of Fees and Charges, consisting of the Preliminary Projection of

Fees and Charges revised as appropriate to reflect comments submitted to City by Airline Parties (the "Projection of Fees and Charges"). The Projection of Fees and Charges shall be the basis for computing Airline's Landing Fees, Terminal Area Use Charges and Fueling System Fees for the next ensuing Fiscal Year unless and until revised pursuant to Section 7.06. In no event shall the projection of Landing Fees, Terminal Area Use Charges or Fueling System Fees of any Airline Party be less than zero; provided, however, that if the computations contemplated hereunder produce negative amounts, such amounts shall be reflected in the Final Audit.

**Section 7.04 No Effect On Capital Project Approval Process.**

To the extent that either the Preliminary Projection of Fees and Charges or the Projection of Fees and Charges includes Debt Service for Capital Projects with respect to which City is required to give notice or obtain approval pursuant to Article VIII, (a) the inclusion of such Debt Service by City shall not be deemed to be such notice or a request for such approval, and (b) Airline's comments or lack of comments on the Preliminary Projection of Fees and Charges or the payment by Airline of Airport Fees and Charges in accordance with the Projection of Fees and Charges shall not be deemed to be evidence of such approval or disapproval thereof.

**Section 7.05 Payment Of Terminal Area Rentals, Terminal Area Use Charges, Landing Fees And Fueling System Fees.**

Beginning with the later of the Effective Date and the date on which this Agreement is executed and delivered with respect to Airline's Phase I Exclusive Use Premises, and beginning with the Date of Beneficial Occupancy with respect to Airline's Phase II (or Phase III, if applicable) Exclusive Use Premises:

(a) Not later than the tenth (10th) day of each month of each Fiscal Year, City shall furnish Airline with an invoice setting forth the amount of Airline's Terminal Area Rental and Terminal Area Use Charge for the next ensuing month. Not later than the first (1st) day of such next ensuing month, Airline shall pay City an amount equal to Airline's total Terminal Area Rental and Terminal Area Use Charge for such month.

(b) Not later than the tenth (10th) day of each month of each Fiscal Year, Airline shall furnish City with a statement, signed by an authorized representative of Airline, certifying the actual number of Airline's Fee Landings, by type, model and weight of aircraft, during the preceding month. City shall forthwith furnish Airline with an invoice setting forth the amount of Landing Fees payable by Airline for such preceding month, calculated by multiplying the total Approved Maximum Landing Weight for aircraft landed by Airline in Fee Landings at the Airport during such preceding month by the Landing Fee Rate for such preceding month. Within thirty (30) days after the date of such invoice, Airline shall pay to City the amount of Landing Fees set forth therein.

(c) Not later than the tenth (10th) day of each month of each Fiscal Year, Airline or the "Operator" as designated in the Fueling System Lease on Airline's behalf shall furnish City with a statement, signed by an authorized representative of Airline or the "Operator" as designated in the Fueling System Lease, certifying the actual number of gallons of aviation fuel distributed from the Fueling System to Airline during the preceding month, together with payment of Airline's Fueling System Fees for such preceding month, calculated by multiplying the total number of gallons of aviation fuel distributed from the Fueling System to Airline during such preceding month by the Fueling System Fee Rate for such preceding month.

**Section 7.06 Midyear Adjustment Of Landing Fee Rate, Terminal Area Use Charges And Fueling System Fees.**

Not later than the one hundred ninetieth (190th) day of each Fiscal Year, City shall furnish Airline with a revised Projection of Fees and Charges (the "Mid-Year Projection"), which shall reflect the most recently available information with regard to the amounts actually incurred or realized during such Fiscal Year for each of the items listed in Section 7.02, together with the most recently available information with regard to Landing Fees, Terminal Area Use Charges and Fueling System Fees actually received by City with respect to the Airport. If the Midyear Projection forecasts that payments of Terminal Area Use Charges, Landing Fees and Fueling System Fees by Airline Parties at the then-existing rates would result in an overpayment or underpayment of five percent (5%) or more of the amount required hereunder to be generated by City through Terminal Area Use Charges, Landing Fees and Fueling System Fees during such Fiscal Year, City shall adjust the remaining monthly Terminal Area Use Charges, the Landing Fee Rate and Fueling System Fees for such Fiscal Year to conform to the Midyear Projection. In no event shall either Terminal Area Use Charges, Landing Fees or Fueling System Fees of any Airline Party, as so adjusted, be less than zero; provided, however, that if the computations contemplated hereunder produce negative amounts, such amounts shall be reflected in the Final Audit.

**Section 7.07 Final Audit.**

Within six (6) months after the close of each Fiscal Year, City shall furnish Airline with a copy of an annual audit report, prepared in accordance with generally accepted accounting principles and certified by an Independent Accountant, covering the operation of the Airport for such preceding Fiscal Year. The Final Audit shall contain a calculation based on actual data, in accordance with the provisions of Article V, of Terminal Area Use Charges, Landing Fees and Fueling System Fees chargeable to each Airline Party for the preceding Fiscal Year, and shall set forth Terminal Area Use Charges, Landing Fees and Fueling System Fees actually paid by Airline for such period. If Terminal Area Use Charges, Landing Fees or Fueling System Fees actually paid by Airline were greater than the respective amounts chargeable to Airline, Airline shall receive credits in the amount of such overpayment against the next ensuing payment of Terminal Area Use Charges,



Landing Fees, or Fueling System Fees, as the case may be, or, if necessary, against the next ensuing payments thereof, until Airline has received the full amount of such credits; provided, however, that if the amount of such overpayment exceeds one hundred fifty percent (150%) of Terminal Area Use Charges, Landing Fees or Fueling System Fees, as the case may be, estimated to be paid by Airline in the next ensuing month, then such excess shall be refunded in cash by City. If Terminal Area Use Charges, Landing Fees or Fueling System Fees paid by Airline were less than the respective amounts chargeable to Airline, Airline shall pay to City the amount of any such deficiency along with its next payment of Terminal Area Use Charges, Landing Fees or Fueling System Fees, as the case may be.

**Section 7.08 Place Of Payments; Late Payments.**

All amounts payable by Airline hereunder shall be paid to City at the Office Of City's Comptroller, or at such other place as City's Comptroller shall designate. Any amount which is not paid when due shall bear interest at a rate four percent (4%) higher than the then-current prime rate for commercial customers established by the largest commercial bank in Chicago, determined on the basis of total assets.

**Section 7.09 Right To Contest.**

The payment by Airline to City, and the acceptance by City from Airline, of any amount hereunder shall not preclude either Airline or City from questioning, within a period of six (6) months from the date of receipt by Airline of the Final Audit, the accuracy of any statement on the basis of which such payment was made, or preclude City from making, within such period, any claim against Airline for any additional amount payable by Airline hereunder, or preclude Airline from making, within such period, any claim against City for credit for any excess amount paid by Airline hereunder; provided, however, that neither City nor Airline shall be limited by such 6-month period in the event that the other party shall have attempted to defraud or shall have defrauded the party seeking to question the accuracy of such statement or make such claim.

**Section 7.10 Creation Of Certain Funds.**

(a) Immediately after the Effective Date, City shall create the following funds:

- (i) the Airport Fund;
- (ii) the Operation and Maintenance Fund;
- (iii) the Special Capital Projects Fund;

- (iv) the Operation and Maintenance Reserve Fund;
- (v) the Maintenance Reserve Fund;
- (vi) the Airport Development Fund; and
- (vii) the Emergency Reserve Fund.

Such funds constitute all of the funds required to be created under this Agreement. In addition, City may create other funds for the purpose of segregating moneys to pay Debt Service when the pledge of Revenues under the General Airport Revenue Bond Ordinance is not in effect. All moneys and securities held in the funds listed above shall be held by City separate and apart from all other funds of City and shall be applied and withdrawn only as set forth in this Section 7.10, except with respect to the Airport Development Fund and the Emergency Reserve Fund, which are governed by Articles X and XI, respectively.

(b) At any time when the pledge of Revenues under the General Airport Revenue Bond Ordinance is not in effect, all Revenues collected by City shall be promptly deposited into the Airport Fund. At such time as the pledge of Revenues under the General Airport Revenue Bond Ordinance becomes effective, City shall transfer any amounts in the Airport Fund to the Trustee to be deposited into the Revenue Fund. While the pledge of Revenues under the General Airport Revenue Bond Ordinance remains effective, City shall transfer all Revenues to the Trustee to be deposited into the Revenue Fund, to be applied by the Trustee in accordance with the General Airport Revenue Bond Ordinance. At such time as the pledge of Revenues under the General Airport Revenue Bond Ordinance is no longer in effect, any amounts in the Revenue Fund shall be transferred by the Trustee to City for deposit in the Airport Fund. Any amounts deposited in the Airport Fund at any time shall be disbursed and applied by City as required to make the following deposits on the following dates and in the following amounts with respect to each Fiscal Year:

- (i) On the first business day immediately preceding the tenth (10th) day of each month, City shall make the following deposits in the manner and order of priority set forth below:

First: City shall deposit into the Operation and Maintenance Fund an amount equal to one-twelfth (1/12th) of the amount provided in the Projections of Fees and Charges prepared pursuant to Section 7.03 for Operation and Maintenance Expenses (excluding O. & M. Expenses of the Land Support Area and excluding required deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund) for such Fiscal Year; provided, however, that if the Midyear Projection prepared in accordance with Section 7.06 contains an adjustment of Operation and Maintenance Expenses (excluding O. & M. Expenses of the Land Support Area and deposits into the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund) for such Fiscal Year, the amount required to be deposited in the Operation and Maintenance Fund each

month of the second half of such Fiscal Year shall be increased or decreased as appropriate by an amount equal to one-sixth of the amount of such adjustment.

Second: City shall next deposit into the Special Capital Projects Fund the amount, if any, approved by a Majority-in-Interest to be deposited at such time into the Special Capital Projects Fund.

- (ii) On the first business day immediately preceding the first (1st) and one hundred eighty-second (182nd) days of such Fiscal Year, City shall make the following deposits in the manner and order of priority set forth below:

First: City shall deposit into the Operation and Maintenance Reserve Fund an amount equal to one-half (1/2) of the "O. & M. Reserve Fund deposit requirement", as below defined, for such Fiscal Year. The "O. & M. Reserve Fund deposit requirement" for any Fiscal Year shall mean the amount necessary to increase the amount on deposit therein (including amounts receivable from the Operation and Maintenance Fund) to an amount equal to one-fourth (1/4) of the amount provided in the Projection of Fees and Charges, as adjusted from time to time, for Operation and Maintenance Expenses (excluding O. & M. Expenses of the Land Support Area and deposits for the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund) for such Fiscal Year; provided, however, that if the Midyear Projection prepared in accordance with Section 7.06 contains an adjustment of Operation and Maintenance Expenses (excluding O. & M. Expenses of the Land Support Area and deposits into the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund), then the amount required to be deposited on the one hundred eighty-second (182nd) day of such Fiscal Year shall be increased or decreased as appropriate by an amount equal to such adjustment.

Second: City shall next deposit into the Maintenance Reserve Fund an amount equal to the lesser of (A) \$1,500,000 and (B) the amount, if any, required to bring the deposit therein to \$3,000,000.

Third: City shall next deposit into the Emergency Reserve Fund an amount equal to one-half (1/2) of the Emergency Reserve Fund payment requirement, as defined in Section 11.02, for such Fiscal Year.

Fourth: City shall next deposit into the Airport Development Fund an amount equal to one-half (1/2) of the Airport Development Fund payment requirement, as defined in Section 10.02, for such Fiscal Year, plus one-half (1/2) of the amount, if any, to be deposited by City into the Airport Fund for such Fiscal Year for deposit into the Airport Development Fund pursuant to Section 13.03.

(c) If at any time when deposits are required to be made to any funds pursuant to this Section 7.10, moneys held in the Airport Fund are insufficient to make any such required deposit, the deposit shall be made on the next applicable deposit date after required deposits into all other funds of higher priority are made in full.

(d) The moneys on deposit in the funds described in this Section 7.10 shall be used for the following purposes:

- (i) Any balance in the Airport Fund after the deposits and transfers set forth herein shall remain in the Airport Fund and shall be available only (1) to meet deficiencies arising in any of the funds in the order of their priority, (2) to make future deposits and transfers required hereunder and (3) to make any payments to Airline Parties required under Sections 5.03(b), 5.06(c) and 7.07.
- (ii) The moneys in the Operation and Maintenance Fund shall be used by City only to pay Operation and Maintenance Expenses (excluding O. & M. Expenses of the Land Support Area and deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund); provided, however, that moneys in the Operation and Maintenance Fund shall also be used to repay loans from the Operation and Maintenance Reserve Fund as soon as funds for such repayment are available therefor.
- (iii) The moneys in the Special Capital Projects Fund shall be used only as a source for Special Capital Project Expenditures approved by a Majority-in-Interest.
- (iv) The moneys in the Operation and Maintenance Reserve Fund shall be used only to make loans to the Operation and Maintenance Fund whenever and to the extent moneys in the Operation and Maintenance Fund are insufficient to pay Operation and Maintenance Expenses (excluding O. & M. Expenses of the Land Support Area and deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund).
- (v) The moneys in the Maintenance Reserve Fund shall be used only for paying the cost of extraordinary maintenance expenditures, such as costs incurred for major repairs, renewals and replacements at the Airport (excluding the Land Support Area), whether caused by normal wear and tear or by unusual and extraordinary occurrences, including costs of painting, major repairs, renewals and replacements, damage caused by storms or other unusual causes. Any expenditure out of the Maintenance Reserve Fund shall be certified as an appropriate expenditure for one or more of the above-described purposes by an Independent Airport Consultant.
- (vi) The moneys in the Emergency Reserve Fund shall be used only for the purposes set forth in Section 11.03.

(vii) The moneys in the Airport Development Fund shall be used only for the purposes set forth in Section 10.04.

(e) The moneys in the Emergency Reserve Fund and the Airport Development Fund shall be invested and any earnings or losses thereon shall be treated as set forth in Sections 11.04 and 10.05, respectively. The moneys held in the other funds described in this Section 7.10 shall be invested in Qualified Investments at the direction of the Treasurer of City, and the interest thereon, and any profit arising on the sale thereof, shall be deposited into the Airport Fund.

(f) Qualified Investments purchased as an investment of moneys in any fund described in this Section 7.10 shall be deemed at all times to be a part of such fund. Qualified Investments so purchased shall be sold at the best price obtainable whenever it is necessary to do so in order to provide moneys to make any withdrawal or payment from such fund. For the purposes of any such investment, Qualified Investments shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such Qualified Investments. Qualified Investments in which moneys held in any fund have been invested shall mature not later than the respective dates as estimated by City based on information provided by City, when the moneys held for the credit of any fund will be needed.

(g) In computing the amount in any fund described in this Section 7.10, obligations maturing within the three (3) year period next succeeding the date of computation shall be valued at amortized value and obligations maturing more than three (3) years following the date of computation shall be valued at the lower of amortized value or market value. For purposes of this Agreement, amortized value means par, if the obligation was purchased at par, or, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of interest payments remaining on such obligation after such purchase and deducting the amount thus calculated from the purchase price in the case of an obligation purchased at a premium or adding the amount thus calculated to the purchase price in the case of an obligation purchased at a discount. Valuation shall be made on each January 1 and July 1, and on any particular date shall not include the amount on interest then earned or accrued to such date on any deposit or investment.

#### *Article VIII.*

#### *Approval Of Capital Expenditures; Approval Of Issuance Of Obligations.*

#### **Section 8.01 Capital Expenditures For Which No Approval Required.**

Provided that the notice required by Section 8.03 has been given to Airline:

(a) City may make or authorize to be made Capital Expenditures (and, with respect to item (ii) below, expenditures for improvements at airports other than the Airport in accordance with Section 10.04, and with respect to item (vi) below, expenditures to fund all related costs of issuance and associated financing costs, including, but not limited to, costs of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing such obligations and required deposits into the Operation and Maintenance Reserve Fund) from the following sources without approval of Airline or a Majority-in-Interest: (i) amounts in the Maintenance Reserve Fund; (ii) amounts in the Airport Development Fund; (iii) proceeds of Government Grants-in-Aid (excluding any City-sponsor matching share); (iv) proceeds of any passenger facility charge or similar tax levied by or on behalf of City; (v) proceeds of insurance or any condemnation award with respect to any assets or property at the Airport, to the extent such proceeds are not deemed revenues in accordance with generally accepted accounting principles and are expended to replace that which was destroyed or taken; and (vi) proceeds of obligations issued by City pursuant to Section 8.02.

(b) In addition, City may make or authorize to be made Capital Expenditures for Capital Projects consisting of Exclusive Use Premises which are improvements to, or expansions or extensions of, Exclusive Use Premises in Terminal Building Nos. 1, 2, and 3-Expansion, without approval of Airline or a Majority-in-Interest so long as City obtains a written agreement from one or more Airline Parties to (i) occupy such Exclusive Use Premises for the remaining term of its or their Airport Use Agreements, (ii) provide the financing therefor from a source other than General Airport Revenue Bonds or Junior Lien Obligations and pay all principal and interest thereon, (iii) pay all costs related to such Capital Projects which are not completed, including any architectural or engineering fees, and (iv) amend its or their Airport Use Agreements to increase such Airline Party's or Parties' Existing Footage and Exclusive Use Premises by an amount equal to the square footage of any such expansion to such Exclusive Use Premises.

(c) City may make or authorize to be made any other Capital Expenditures for Capital Projects without approval of Airline or a Majority-in-Interest so long as Airline will not be obligated to pay any costs thereof or therefor, including any payments in the event of a default by the primary obligor.

#### Section 8.02 Issuance Of Obligations For Which No Approval Required.

(a) Provided that the notice required by Section 8.04 has been given to Airline, City may issue obligations for any one or more of the following purposes, and to fund all related costs of issuance and associated financing costs, including but not limited to, costs of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing such obligations, and include the Debt Service thereon in the calculation of Airport Fees and Charges, in accordance with the provisions of Articles V and VI, without approval of Airline or a Majority-in-Interest: (i) to fund (1) the cost of designing, constructing and equipping Priority I Capital Projects, (2) the Airline-Funded Cost of

designing, constructing and equipping Priority II Capital Projects, subject to the provisions of Section 9.07, (3) the cost of designing, constructing and equipping Capital Projects of the Fueling System, and (4) the cost of designing, constructing and equipping Capital Projects necessary to comply with any valid rule, regulation or order of any federal or state agency; (ii) to fund the cost of tenant improvements pursuant to Section 9.12, or the cost of relocation expenses pursuant to Section 9.13; (iii) to fund insurance or condemnation award deficiencies pursuant to Section 19.04(d) or 19.05; (iv) to redeem the 1959 Bonds; (v) to refinance, on a long-term, permanent basis, obligations which were issued originally to finance, on a short-term, interim basis, the cost of funding required deposits described in subsection (viii) below, the cost of designing, constructing and equipping Capital Projects described in subsection (i) above, or the cost of tenant improvements and relocation costs described in subsection (ii) above, or, to the extent necessary from time to time to prevent a default thereon, to renew such short-term interim obligations with other short-term obligations; (vi) to refund or refinance Special Facility Revenue Bonds (1) pursuant to and only at the times required by the Special Facility Use Agreement dated as of August 1, 1982 by and between City and Delta Air Lines, Inc., or (2) pursuant to and only at the times required by any agreements entered into by and between City and any Airline Party pursuant to Section 9.14; (vii) to fund other capitalized costs of implementing the provisions of this Agreement, such as the costs of designing, creating and implementing accounting and cost management systems, and program and construction management costs and expenses; and (viii) to fund required deposits into the Operation and Maintenance Reserve Fund. The use of the proceeds of General Airport Revenue Bonds in the manner set forth in that certain Escrow Deposit Agreement, dated as of April 1, 1983, by and among City, Delta Airlines, Incorporated and Continental Illinois National Bank and Trust Company of Chicago, shall be deemed to constitute a refunding of Special Facility Revenue Bonds "pursuant to . . . the Special Facility Use Agreement dated as of August 1, 1982 by and between the City and Delta Airlines, Incorporated" within the meaning of this section.

(b) It is the intent of City and Airline that obligations issued by City pursuant to this Section 8.02 will be issued at such times and on such terms as will result, for all such obligations in the aggregate, in the lowest annual Debt Service reasonably obtainable. Nevertheless, the terms and conditions of obligations issued by City pursuant to this Section 8.02 shall be determined by City in its sole discretion, including, but not limited to, the amount, term, redemption provisions and interest rate or rates of such obligations, subject to the following limitations, any or all of which may be waived by a Majority-in-Interest:

(i) City shall, to the extent permitted by law, cause interest on each issue or series of obligations issued pursuant to subsection (a) of this Section 8.02 to finance or refinance a Capital Project to be capitalized to and including a date not less than six (6) months beyond the estimated date of completion of construction of such Capital Project.

(ii) Each issue or series of obligations issued pursuant to subsection (a) of this Section 8.02 by City (other than obligations issued to finance, on a short-term, interim basis, the cost of designing, constructing and equipping Capital Projects, or the cost of funding required deposits into the Operation and Maintenance Reserve Fund, and obligations issued to renew such obligations) shall be issued pursuant to the General Airport Revenue Bond Ordinance or a Special Facility Financing Arrangement and shall mature over a period of not less than fifteen (15) years and shall provide for approximately level annual payments of principal and interest.

(iii) In the event obligations are issued by City pursuant to subsection (a) of this Section 8.02 to finance the cost of designing, constructing and equipping Capital Projects on a short-term, interim basis, the following shall apply:

- (1) City shall permanently finance, pursuant to the requirements of subsection (ii) above, the cost of designing, constructing and equipping each such Capital Project or component thereof on or prior to the issuance of the Cost Allocation Certificate for such Capital Project or component thereof pursuant to Section 9.04(h);
- (2) Any letter of credit or other credit facility arrangement provided to secure such interim obligations, or any renewal obligations, (A) shall be provided by a domestic banking institution, (B) shall not affect any rights or obligations of City or Airline under this Agreement or have the effect of causing Debt Service included in the calculations of Terminal Area Use Charges and Landing Fees to exceed Debt Service calculated in accordance with subsection (3) below, and (C) shall not impose any covenants, restrictions or requirements on City regarding the ownership or operation of the Airport other than those imposed by the General Airport Revenue Bond Ordinance; and
- (3) For the purpose of determining Debt Service on any such interim obligations, or on any obligation of City to repay advances under any such letter of credit or other credit facility arrangement, to be included in the calculation of Terminal Area Use Charges and Landing Fees under this Agreement, Debt Service shall be the lesser of (A) the actual Debt Service on such obligations and (B) the Debt Service which would have resulted if the same principal amount of obligations had been structured to mature on a level debt service basis over a ten (10) year period from the date of issuance of such interim obligations or from the date of incurrence of the obligation of City under such letter of credit or other credit facility arrangement, as the case may be, or the remaining term of this Agreement, whichever is shorter, with interest on such obligations assumed to be payable at a rate equal to the rate specified in the "Revenue Bond Index" published in *The Bond Buyer*, or successor index, and in effect on the date of sale of such interim obligations or on the date such letter of credit is issued or such other credit facility arrangement is entered into, as the case may be.



(iv) Except in accordance with Section 8.02(A)(iv), (v) and (vi), City shall not issue any obligations to refund or refinance any obligations issued pursuant to subsection (a) of this Section 8.02.

(v) City shall not issue any obligations pursuant to subsection (a) of this Section 8.02 which (1) provide for the establishment of a debt service reserve fund in excess of maximum annual debt service (principal and interest) with respect to such obligations, excluding in the case of obligations having maturity of five years or less the principal amount of such obligations, or (2) establish debt service coverage requirements with respect to such obligations in excess of 1.25 times the annual debt service for any Fiscal Year on such obligations, calculated by treating as available net revenues for debt service coverage purposes any balance remaining after all fund deposits required for the previous Fiscal Year under the ordinance or resolution authorizing such obligations have been made. In addition, the ordinance or resolution authorizing the issuance of any obligations pursuant to subsection (a) of this Section 8.02 (1) shall not create any funds other than funds which serve the same function and have deposit requirements determined in the same manner as the Debt Service Fund, the Debt Service Reserve Fund, the Junior Lien Obligation Debt Service Fund and the Construction Fund, (2) shall not provide for acceleration of payment of the principal amounts of such obligation, (3) shall provide for the funding of any debt service reserve fund for Junior Lien Obligations from the proceeds of the sale of such Junior Lien Obligations and (4) shall provide that any interest accruing on, and any profit realized from the investment of moneys in any debt service reserve fund established thereunder shall be deposited into the Revenue Fund.

(vi) City shall not amend the General Airport Revenue Bond Ordinance in any way that would change the debt service coverage requirements or the fund deposit requirements, as set forth in Exhibit I attached hereto; provided, however, that this provision shall not preclude increases in the amounts payable pursuant to such requirements where such increases result solely from the application of such requirements resulting from the issuance of General Airport Revenue Bonds or Junior Lien Obligations in accordance with this Article VIII on or after the date on which the pledge of Revenues under the General Airport Revenue Bond Ordinance becomes effective.

(vii) No ordinance or resolution authorizing the issuance of obligations pursuant to subsection (a) of this Section 8.02 shall materially conflict with any provision of this Agreement.

(viii) In the event obligations are issued by City pursuant to subsection (a) of this Section 8.02 to finance the cost of funding required deposits into the Operation and Maintenance Reserve Fund on a short-term, interim basis, the following shall apply:

- (1) Any such obligation shall bear interest at a rate not in excess of the average of the then current prime interest rates of the three largest domestic banking institutions headquartered in Chicago; and

- (2) City shall permanently finance, as soon as reasonably feasible, pursuant to the requirements of subsection (ii) above, the cost of funding such required deposits into the Operation and Maintenance Reserve Fund out of the proceeds of subsequent issues of General Airport Revenue Bonds.

#### Section 8.03 Notice Of Capital Expenditures For Which No Approval Required.

At least thirty (30) days prior to making any Capital Expenditure (or other permitted expenditure), except Capital Expenditures for Capital Projects of the Fueling System, described in Section 8.01, City shall give written notice thereof to Airline. Such notice shall include an estimate of (a) the cost of the Capital Project, (b) the Operation and Maintenance Expenses resulting therefrom, (c) the sources and uses of funds, (d) the construction schedules, description, and justification for any such Capital Project, and (e) the projected impact on Airport Fees and Charges, all in sufficient detail to enable the Airline to make informed comments thereon. Airline may submit to City written comments on such Capital Project within twenty (20) days following receipt by Airline of such notice. City shall give due consideration to any such comments filed in a timely manner by Airline. Upon timely request by a Majority-in-Interest, City shall convene a meeting of Airline Parties and City to discuss such Capital Project.

#### Section 8.04 Notice Of Issuance Of Obligations For Which No Approval Required.

(a) At least thirty (30) days prior to the issuance of any obligations issued pursuant to Section 8.02 after the Effective Date, except the issuance of obligations issued to fund the cost of designing, constructing and equipping Capital Projects of the Fueling System, City shall give written notice of such financing to Airline. Such notice shall provide (i) in the case of a Capital Project to be financed, an estimate of (1) the cost of such Capital Project, (2) the construction schedules, description and justification for such Capital Project, and (3) the Operation and Maintenance Expenses resulting from such Capital Project; (ii) the terms of such financing and the estimated Debt Service payable as a result thereof; (iii) the proposed allocation of such Debt Service among and within the Cost-Revenue Centers; and (iv) the projected impact of such financing on Airport Fees and Charges, all in sufficient detail to enable the Airline to make informed comments thereon.

(b) Airline may submit to City written comments on such financing within twenty (20) days following receipt of such notice by Airline, and City shall give due consideration to any such comments filed in a timely manner by Airline. Upon request of a Majority-in-Interest filed with City within such twenty (20) day period, City shall convene a meeting of Airline Parties to discuss the financing within ten (10) days of receipt of such request. If expressly requested at such meeting by a Majority-in-Interest, City shall delay the sale of such obligations until a date requested by such Majority-in-Interest, which date shall be not less than twenty (20) nor more than forty (40) days following the date of such request.

**Section 8.05 Capital Projects And Issuance Of Obligations For Which Majority-In-Interest Approval Is Required.**

(a) Except as provided in this Article VIII, City shall not make any Capital Expenditures for any Capital Project, except for preliminary planning and conceptual design work, or issue any obligations to finance the cost thereof, unless and until such Capital Project and the financing thereof has been approved by a Majority-in-Interest.

(b) Subject to the limitations contained in Article IX and except as provided in Section 8.01, City may, upon approval of a Majority-in-Interest, make any Capital Expenditure for a Capital Project, except for facilities for the exclusive use of any person or persons engaged in the Air Transportation Business, and may issue obligations giving rise to Debt Service to fund each such Capital Project and include such Debt Service in the calculation of Airport Fees and Charges consistent with the terms of this Agreement.

**Section 8.06 Method Of Obtaining Approval.**

In the event City is required to obtain approval for a Capital Project, or an issuance of obligations, pursuant to Section 8.05, at least forty-five (45) days before making any Capital Expenditure or issuing any such obligation, City shall submit a proposal in writing to all Airline Parties, which proposal shall include an estimate of (a) the cost of such Capital Project, (b) the Debt Service and Operation & Maintenance Expenses resulting therefrom, (c) the sources and uses of funds and the terms of any financing, (d) the construction schedules, descriptions, and justification for any such Capital Project, (e) the proposed allocation of any Debt Service among and within the Cost-Revenue Centers, and (f) the projected impact on Airport Fees and Charges, all in sufficient detail to enable the Airline Parties to make an informed judgment on the appropriateness of such Capital Project and financing. A Capital Project and financing shall be deemed to be approved if (i) a Majority-in-Interest approves it, or (ii) City is not notified in writing of Majority-in-Interest disapproval within thirty (30) days of the submission of such proposal by City.

**Section 8.07 Issuance Of Obligations By Persons Other Than City.**

In the event that pursuant to the Special Facility Use Agreement by and between Delta Air Lines, Inc. and City, dated as of August 1, 1982, or an agreement between City and another Airline Party pursuant to Section 9.14, a person other than City issues obligations giving rise to Special Facility Revenue Bond and Other Debt Service, (a) the provisions of this Article VIII shall apply to the issuance of such obligations, and (b) such Airline Party shall provide City with all information necessary for City to comply with the notice requirements of this Article VIII.

*Article IX.**Airport Development Plan; Construction Of  
Capital Projects.***Section 9.01 Approval Of Airport Development Plan.**

City and Airline each hereby approve the Airport Development Plan attached hereto as Exhibit B. Such approval includes, without limitation, approval of the following items set forth in Exhibit B attached hereto: (a) the Capital Projects described therein, (b) the project scope, descriptions and diagrams of such Capital Projects, (c) the allocation among Cost-Revenue Centers of such Capital Projects, (d) the Airline-Funded Cost of each such Capital Project, (e) the designation as a Priority I Capital Project or a Priority II Capital Project of certain Capital Projects, (f) the inclusion of certain Capital Projects in Category 1 or Category 2, and (g) the estimated commencement and completion dates for each such Capital Project.

**Section 9.02 Governmental Approvals.**

City shall promptly submit and diligently process to conclusion requests for all necessary governmental approvals for the Capital Projects described in the Airport Development Plan. The highest possible priority shall be given to obtaining necessary approvals for those Capital Projects described in the Airport Development Plan constituting the expanded domestic Terminal Structures (including Terminal Building No. 1 (including the associated satellite concourse building) and all concourse extensions).

**Section 9.03 Plans And Specifications; Terminal Structure Finish Standards.**

(a) City shall, in due course, prepare detailed construction drawings, plans and specifications, and cost estimates for each Capital Project described in the Airport Development Plan, except Capital Projects of the Fueling System, and shall refine the descriptions and diagrams, and the estimated commencement and completion dates, for each such Capital Project; provided, however, that any change in an estimated commencement or completion date shall be consistent with the provisions of Section 9.06(d) and Section 9.11; and provided further, that City shall not materially decrease the total square footage of any Capital Project in the Terminal Area. City shall provide Airline with copies of such detailed cost estimates, descriptions, diagrams and estimated commencement and completion dates. If the detailed cost estimates for any Capital Project are greater than the Airline-Funded Cost therefor, City shall, consistent with its other agreements and obligations under this Article IX, give due consideration to any comments submitted by any Airline Party as to methods that may be employed to reduce such estimated costs. City shall design and construct the Capital Projects in accordance with

design and construction standards which City shall establish for the purpose of ensuring a uniformity of quality for all facilities of similar nature and use at the Airport.

(b) Except to the extent funded pursuant to Section 8.01(b) or pursuant to Majority-in-Interest approval, City shall not materially increase the size, scope or square footage of any Priority I Capital Project, as shown in the Airport Development Plan. In addition, City shall not, without Majority-in-Interest approval, change the geographic location of, materially increase the ratio of Public Use Premises square footage to Exclusive Use Premises square footage of, or materially increase the ceiling height of any Terminal Structure which is included in a Priority I Capital Project, all as shown in the Airport Development Plan.

(c) Any additional cost resulting from (i) an improvement to a Terminal Structure, other than those improvements required to meet the Terminal Structure finish standards described in Exhibit Q attached hereto, or (ii) any moving sidewalks or other horizontal moving devices which are located in concourses, tunnels or other passageways directly serving passenger hold rooms associated with an Airline Party's Aircraft Parking Area, shall be deemed to be a tenant improvement for the Airline Party or Airline Parties occupying such premises, and funding of such additional cost with General Airport Revenue Bonds or Junior Lien Obligations shall be subject to the provisions of Section 9.12.

#### Section 9.04 Construction.

(a) All construction and equipping of Capital Projects described in the Airport Development Plan shall be done in a good and workmanlike manner.

(b) Each contract for construction work in an amount in excess of \$5,000,000 awarded by City or its agents after the Effective Date for a Capital Project described in the Airport Development Plan shall be publicly bid and awarded to the lowest responsible bidder who has the experience and resources required to perform the work described in such contract; provided, however, that this requirement shall not apply if City determines in good faith that there is only one contractor with the resources and experience necessary to perform the work. City may delegate responsibilities for the designing, construction and equipping of Capital Projects; provided, however, that with respect to contracts awarded after the Effective Date, City shall retain the power and authority to, and shall, enforce all terms and provisions of all design and construction contracts. City shall diligently pursue all appropriate remedies against architects, engineers and contractors for defective design or work with respect to Capital Projects which are described in the Airport Development Plan or which are otherwise approved by a Majority-in-Interest.

(c) City shall employ a construction manager to coordinate, supervise and inspect the construction of Capital Projects described in the Airport Development Plan. The construction manager shall prepare and maintain records of the progress of construction and shall make recommendations in connection with such construction. City and the construction manager shall use their best efforts (i) to cause all work to be accomplished in accordance with the plans and specifications and the estimated commencement and completion dates for each Capital Project, as described in the Airport Development Plan,

and (ii) to coordinate the work so as to avoid change orders which increase costs and to reduce claims for extra work or extra compensation.

(d) The compensation payable to the construction manager and for all design, architectural and engineering services shall be reasonable, and City shall use its best efforts to minimize such compensation. The capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii) shall be reasonable and necessary.

(e) Airline may appoint a design and construction representative ("Airline's Construction Representative") for any Capital Project described in the Airport Development Plan which will contain any Exclusive Use Premises of Airline. Airline's Construction Representative shall be knowledgeable in construction matters of the nature involved in the construction of the Capital Project for which such appointment is made. Airline shall identify Airline's Construction Representative to City, and thereafter City shall afford Airline's Construction Representative full access to the work relating to the Capital Project for which Airline's Construction Representative is appointed. City shall permit Airline's Construction Representative to participate in the evaluation of design and construction alternatives for such projects.

(f) A Majority-in-Interest may appoint one or more persons to serve as a construction representative for all Airline Parties ("Airline Parties' Construction Representative") with respect to the construction and operational impact of all Capital Projects described in the Airport Development Plan. The Airline Parties' Construction Representative shall be knowledgeable in construction and operational matters involved in the Capital Project. A Majority-in-Interest, acting through the Airlines' Representative, shall identify Airline Parties' Construction Representative to City. City shall thereafter afford the Airline Parties' Construction Representative full access to all construction work relating to Capital Projects. City shall permit the Airline Parties' Construction Representative to participate in the evaluation of design and construction alternatives. When potential adverse operational impact is determined by City and the Airline Parties' Construction Representative to be significant, design and construction alternatives, and estimated costs, will be evaluated by City and the Airline Parties' Construction Representative. City shall give due consideration to comments, suggestions and requests of the Airline Parties' Construction Representative regarding construction of Capital Projects and methods designed to reduce or eliminate adverse operational impact and costs.

(g) City shall provide written notice to the Airline Parties' Construction Representative, and to the Airline's Construction Representative with respect to Capital Projects which will contain any Exclusive Use Premises of Airline, of all claims made by contractors for any extra compensation. The notice shall indicate the planned disposition of the claim. If the claim is to be allowed by City, City shall consult with the Airline Parties and Airline, as appropriate, regarding the terms of settlement of the claim. City shall give due consideration to suggestions or comments of the Airline Parties and Airline regarding the terms of the settlement.

(h) Within one hundred eighty (180) days after the completion of a Capital Project or component thereof, City shall prepare, execute and deliver to the Airlines' Representative, and, in the case of a Capital Project or component thereof which includes any Exclusive Use

Premises, to those Airline Parties which will occupy such premises, a cost allocation certificate (the "Cost Allocation Certificate"), setting forth in reasonable detail a breakdown of the costs of design, construction and equipping of such project or component, including an allocation of such costs among each of the following:

- (i) the costs allocable to each C.R.C.; and
- (ii) for such costs allocable to the Terminal Area, the costs allocable to ((1) Exclusive Use Premises of all Airline Parties (excluding Exclusive Use Premises which are part of a Special Facility Improvement), (2) any Exclusive Use Premises which are part of a Special Facility Improvement, (3) tenant improvements pursuant to Section 9.12, (4) relocation costs incurred pursuant to Section 9.13, (5) Type A Public Use Premises, (6) Type B Public Use Premises, (7) those capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii), (8) those Capital Projects enumerated in Section 5.05(b), and (9) the costs of funding or refinancing required deposits into the Operation and Maintenance Reserve Fund;

and adding for each component a pro rata portion of the costs incurred in connection with (A) the issuance of obligations issued to fund the costs of such project or component prior to the date of completion, (B) the amounts withdrawn from any capitalized interest account and used to pay interest accruing on such obligations during the construction period, and (C) the amounts withdrawn from any capitalized interest account and used to pay interest accruing on such obligations following the completion of construction. Following the depletion of all amounts in any capitalized interest account held to pay interest on such obligations, City shall amend the Cost Allocation Certificate as necessary to reflect any amounts withdrawn from such capitalized interest account and used to pay interest on such obligations subsequent to the initial preparation, execution and delivery of the Cost Allocation Certificate. In addition, City shall amend the Cost Allocation Certificate to give effect to the application to such Capital Project or component thereof of the proceeds of any obligations issued to fund such project or component after the preparation, execution and delivery of the Cost Allocation Certificate as theretofore amended.

#### Section 9.05 Airline Cooperation.

(a) Airline shall use its best efforts to take such action as may be reasonably requested of it by City, consistent with this Agreement and any other agreements in effect at such time between City and Airline, to enable City to implement the Airport Development Plan in a timely and cost-effective manner. Airline shall take no action which unreasonably impedes or hinders City from such implementation.

(b) Without limiting the foregoing, Airline shall cooperate with City and shall use its best efforts to take such action as is reasonably requested of it by City in support of City's efforts to (i) seek necessary governmental approvals for the Capital Projects described in

the Airport Development Plan, and (ii) seek amendment of the Federal Aviation Regulations (14 C.F.R. Subpart K: High Density Traffic Airports, Section 93.121 et seq.) to eliminate the maximum airport high density rule at the Airport. Airline shall not take any action which impedes or hinders such City efforts.

**Section 9.06 Priorities.**

(a) The Airport Development Plan designates certain Capital Projects as either Priority I Capital Projects or Priority II Capital Projects.

(b) So long as City has the power and right, in accordance with all applicable laws, ordinances, rules, regulations, and orders (other than those of City), to issue General Airport Revenue Bonds, Junior Lien Obligations or Special Facility Revenue Bonds, City shall, pursuant to Section 8.02, diligently proceed to issue General Airport Revenue Bonds or Junior Lien Obligations (or, upon request of an Airline Party pursuant to Section 9.14, Special Facility Revenue Bonds, or both) in an amount sufficient to fund the costs of designing, constructing and equipping each Priority I Capital Project described in the Airport Development Plan, and to fund all related costs of issuance and associated financing costs, including but not limited to, costs of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing such obligations. City shall, pursuant to Section 8.01, use the proceeds of the sale of said bonds to design, construct and equip each Priority I Capital Project for which it has obtained all necessary governmental approvals. Without limiting the foregoing, City shall use its best efforts and employ every reasonable means to commence and complete each Priority I Capital Project for a cost which will not require obligations to be issued in excess of the amount required to pay the Airline-Funded Cost of such Priority I Capital Project. The highest possible priority will be given to the construction and equipping of those Capital Projects described in the Airport Development Plan constituting the expanded domestic Terminal Structure (including Terminal Building No. 1 (including the associated satellite concourse building) and all concourse extensions).

(c) Subject to the limitation contained in Section 9.07 on the amount of obligations which City may issue to fund the costs of Priority II Capital Projects, City may design, construct and equip Priority II Capital Projects at such times and on such schedules as it deems appropriate.

**Section 9.07 Sources Of Funds.**

(a) City's right to issue obligations, pursuant to Section 8.02, to fund the cost of Capital Projects included in the Airport Development Plan is limited to the right to issue obligations in an amount sufficient to fund, reimburse or refinance (i) the actual cost of designing, constructing and equipping Priority I Capital Projects, (ii) the Airline-Funded Costs of Priority II Capital Projects, (iii) the actual cost of designing, constructing and equipping Capital Projects of the Fueling System, and (iv) all related costs of issuance and



associated financing costs, including but not limited to, costs of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing obligations issued pursuant to Article VIII.

(b) As of the Effective Date, City shall calculate a Funding Contingency Reserve for each Priority I Capital Project or component thereof equal to thirty percent (30%) of the Airline-Funded Cost of such Priority I Capital Project or component thereof. The Airline-Funded Costs for all Priority II Capital Projects, in the aggregate, shall be reduced by the aggregate amount of such Funding Contingency Reserves, as such reserves are adjusted from time to time pursuant to this Section 9.07, for all Priority I Capital Projects or components thereof. Such reduction in Airline-Funded Costs for Priority II Capital Projects shall be allocated and reallocated from time to time by City among the Priority II Capital Projects; provided, however, that no such allocation or reallocation shall have the result of reducing the Airline-Funded Cost of the Second Taxiway Bridge, identified in the Airport Development Plan as Capital Project AF-1(e).

(c) From time to time, City may request an Independent Architect or Engineer to estimate the total costs of designing, constructing and equipping a Priority I Capital Project or component thereof. Such Independent Architect or Engineer shall make use of awarded contracts and actual costs incurred for such project or component and shall make an estimate of the costs to be incurred under contracts yet to be awarded. In estimating costs under contracts to be awarded, the Independent Architect or Engineer shall inflate an estimate of current design, construction and equipping costs to the estimated midpoint of construction, in accordance with the procedure described in Section 9.08(b)(iii). If, at the time of such estimate of total costs, the Independent Architect or Engineer determines that the dollar amount of awarded contracts and actual costs incurred for a Priority I Capital Project or component thereof constitutes seventy percent (70%) or more of the total estimated cost of such project or component thereof, such architect shall prepare a certificate for City setting forth his estimate of total costs (which costs shall herein be referred to as the "Contract Cost" for such project or component thereof) together with the basis for such estimate and an estimated construction schedule. City shall, within ten (10) days thereafter furnish the Airlines' Representative with a copy of such certificate, together with a notice of any adjustments City will make under this Section 9.07(c) to the Funding Contingency Reserves. In the event that, at the time of delivery of the certificate establishing the Contract Cost, the Contract Cost is greater than the Airline-Funded Cost for such project or component thereof, the Funding Contingency Reserve for such project or component shall be reduced (but not to less than zero) by the amount of any such excess. The amount, if any, remaining in the Funding Contingency Reserve for such Priority I Capital Project or component after the reduction, if any, described above shall be further reduced to an amount equal to ten percent (10%) of the greater of the Airline-Funded Cost or the Contract Cost. An amount equal to the amount, if any, by which the Funding Contingency Reserve is reduced pursuant to the preceding sentence may be allocated by City to increase the Airline-Funded Costs of any Priority II Capital Project or Projects.

(d) The actual cost of designing, constructing and equipping each Priority I Capital Project or component thereof ("Final Contract Cost") shall be finally determined and certified pursuant to Section 9.04(h). In the event that the Final Contract Cost is greater than the greater of the Airline-Funded Cost or the Contract Cost, the amount, if any,

remaining in the Funding Contingency Reserve for such project or component, after the reduction, if any, pursuant to subsection (c) above, shall, upon notice to the Airlines' Representative, be further reduced (but not to less than zero) by the amount of any such excess. The amount, if any, remaining in the Funding Contingency Reserve for such Priority I Capital Project or component after the reduction, if any, described above may, upon notice to the Airlines' Representative, be allocated by City to increase the Airline-Funded Costs of any Priority II Capital Project or Projects.

(e) Upon determination of the Final Contract Cost pursuant to Section 9.07(d) of a Priority I Capital Project or component thereof, or upon a similar determination for a Priority II Capital Project or component thereof, City shall, after consultation with the Airlines' Representative, increase the Airline-Funded Cost of any Priority II Capital Project or Projects by (i) any amount by which the Final Contract Cost of any Priority I Capital Project or component is less than the Airline-Funded Cost of such Priority I Capital Project or component, as adjusted only pursuant to Section 9.08, and (ii) any amount by which the actual cost of any Priority II Capital Project, or component, is less than the Airline-Funded Cost for such Priority II Capital Project.

(f) City, upon its determination that the cost of designing, constructing and equipping a Priority II Capital Project will exceed the Airline-Funded Cost, and upon notice given to Airline, may from time to time increase the Airline-Funded Cost of such Priority II Capital Project provided that the aggregate amount of all such increases shall not exceed five percent (5%) of the Airline-Funded Cost of such project, as adjusted only pursuant to Section 9.08.

(g) Nothing contained in this Section 9.07 shall be deemed to limit or affect the right and obligation of City to issue obligations pursuant to Section 8.02 and Section 9.06(b) to fund the actual cost of designing, constructing and equipping Priority I Capital Projects.

(h) For purposes of determining the Contract Cost and Final Contract Cost for the buses, identified in the Airport Development Plan as Capital Project TA- 10(b), pursuant to Sections 9.07(c) and 9.07(d), a depreciable life of five (5) years shall be attributed to the buses and an interest cost of ten percent (10%) shall be imputed thereto.

#### Section 9.08 Price Level Adjustments.

The amounts designated as the Airline-Funded Costs of the Capital Projects described in the Airport Development Plan are stated in mid-year 1982 dollars regardless of the projected year of construction. For the purpose of determining the limitation contained in Section 9.07(a) on the right of City to issue obligations and for the purpose of making the adjustments required by Sections 9.03(a), 9.06(b) and 9.07(a), (b), (c), (d), (e) and (f), 9.09 and 9.10, the Airline-Funded Costs of Priority I and Priority II Capital Projects, the Funding Contingency Reserves for Priority I Capital Projects and the Contract Costs of Priority I Capital Projects, shall be adjusted as follows:

(a) For the purposes of recognizing and allowing for increases or decreases in the cost of final design, construction and equipping of Capital Projects due to inflation or deflation, costs shall be updated to the date of actual expenditure or the projected midpoint of the Capital Project construction period, as appropriate, using the following cost indexes:

- (i) Terminal Area and International Terminal Area -- Building Cost Index (B.C.I.) for the Chicago area published monthly by Engineering News -- Record, or any successor index thereto. (The midyear 1982 B.C.I. (1967 = 100) was stated as 314.24 (E.N.R./July 15, 1982, page 100).)
- (ii) Airfield Area and Terminal Support Area -- Construction Cost Index (C.C.I.) for the Chicago area published monthly by Engineering News -- Record, or any successor index thereto. (The midyear 1982 C.C.I. (1967 = 100) was stated as 338.45 (E.N.R./July 15, 1982, page 100).)

(b) The adjusted Airline-Funded Costs, and the Funding Contingency Reserve, of each Capital Project, or component thereof, shall be determined at the time of the establishment of the Contract Cost pursuant to Section 9.07(c) in accordance with the following procedures:

- (i) With regard to the determination with respect to Airline-Funded Costs, any costs actually incurred as of the date of the establishment of the Contract Cost ("Actual Costs") shall be adjusted back to midyear 1982 costs by dividing such Actual Costs by the sum of one (1) plus the percentage change, expressed to four (4) decimal places (e.g., 0.1225 for a 12.25% increase), in the appropriate cost index from midyear 1982 to the midpoint of the period during which such costs were actually incurred.
- (ii) Airline-Funded Costs shall be reduced by the Actual Costs, as adjusted pursuant to subsection (i) above, and then adjusted forward to the date on which the Contract Cost is established by multiplying such amount by the sum of one (1) plus the percentage change, expressed to four (4) decimal places, in the appropriate cost index from midyear 1982 to the month in which the Contract Cost is established.
- (iii) The amount established pursuant to subsection (ii) above shall be further adjusted by multiplying such amount by the sum of (A) one (1) plus (B) the percentage change, expressed to four (4) decimal places, in the appropriate cost index for the year preceding the establishment of the Contract Cost, divided by twelve (12) and multiplied by the number of months estimated by the Independent Architect or Engineer to be equal to the number of months from the date of the establishment of the Contract Cost to the midpoint month of the construction period.

- (iv) The adjusted Airline-Funded Costs shall be the sum of (A) the Actual Costs plus (B) the amount established pursuant to subsection (iii) above.
- (v) The Funding Contingency Reserve for a Capital Project or component thereof shall be adjusted by multiplying the original Funding Contingency Reserve by a fraction the numerator of which shall be the Airline-Funded Cost of such project or component thereof, adjusted pursuant to subsections (i) through (iv) above, and the denominator of which shall be the original Airline-Funded Cost of such project or component thereof.

(c) The adjusted Airline-Funded Cost and Funding Contingency Reserve of a Capital Project or of a component thereof shall be determined at the time of the establishment of the Final Contract Cost pursuant to Section 9.07(d) in accordance with the following procedures:

- (i) Airline-Funded Costs shall be adjusted by multiplying each constituent part of such costs by the sum of one (1) plus the percentage increase, expressed to four (4) decimal places, in the appropriate cost index from midyear 1982 to the midpoint months of the periods in which such costs or a constituent part of such costs included in the Final Contract Cost were actually incurred.
- (ii) The Funding Contingency Reserve for a Capital Project or component thereof shall be adjusted by multiplying the original Funding Contingency Reserve by a fraction the numerator of which shall be the Airline-Funded Cost of such project or component thereof, adjusted pursuant to subsection (i) above, and the denominator of which shall be the original Airline-Funded Cost of such project or component thereof.

#### Section 9.09 Government Grants-In-Aid.

City shall use its best efforts to obtain Government Grants-in-Aid for Capital Projects described in the Airport Development Plan; provided, however, that nothing contained herein shall be deemed to require City to seek any Government Grant-in-Aid for the F.I.S. Relocation Facility or any Capital Project included in City's Phase I Environmental Assessment for the Airport approved by the F.A.A. on July 22, 1982; and provided further, that nothing contained herein shall be deemed to limit the right of City to apply for or use Government Grants-in-Aid for capital projects at any airport functioning as a reliever airport for the Airport. The Airline-Funded Cost of a Capital Project or component thereof shall be reduced by an amount equal to the amount of any Government Grant-in-Aid used by City for such Capital Project; provided, however, that Government Grants-in-Aid used to fund all or a part of the cost of roadway improvements, as described in the Airport Development Plan, shall not reduce the Airline-Funded Costs of such Capital Projects (except that to the extent that the Airline-Funded Cost of a roadway improvement plus

a Government Grant-in-Aid awarded for such roadway improvement exceeds the actual costs of such improvement, the Airline-Funded Costs of other roadway improvements included in the Airport Development Plan shall be reduced by the amount of such excess); and, provided further, that any Government Grants-in-Aid awarded to City prior to the Effective Date may be used by City for purposes other than for Capital Projects described in the Airport Development Plan.

#### Section 9.10 Additional Costs.

(a) Nothing contained in this Agreement shall be deemed to limit City from constructing any Priority II Capital Project for a cost in excess of the Airline-Funded Cost therefore; provided, however, that to the extent the cost of any Priority II Capital Project exceeds the Airline-Funded Cost therefor, City may not include any Debt Service (or any O. & M. Expenses to the extent that such Priority II Capital Project has been materially increased or changed in scope) attributable to such excess in the calculation of Airport Fees and Charges without approval of a Majority-in-Interest.

(b) The size and Airline-Funded Cost of the Federal Inspection Service Facility portion of the International Terminal Area, as described in the Airport Development Plan, may be increased by a vote of those Airline Parties who paid sixty percent (60%) or more of total Federal Inspection Service Fees paid by all Airline Parties in the Fiscal Year immediately preceding the Fiscal Year in which the contractual commitment for construction of such Federal Inspection Service Facility is made by City.

#### Section 9.11 Special Conditions.

Notwithstanding any other provisions of this Agreement, City shall not make or authorize any contractual commitment for the construction of, or commence construction of, any Capital Project described in the Airport Development Plan (other than those projects designated in the Airport Development Plan as being in either Category 1 or Category 2) until such time as:

(a) All necessary governmental approvals have been obtained for the construction of Terminal Building No. 1 (including the associated satellite concourse building); and

(b) There are in effect Airport Use Agreements in which the aggregate number of square feet of premises designated as Additional Footage is not less than 530,000 square feet. For purposes of this Section 9.11(b), Additional Footage shall include the Additional Footage portion of an Airline Party's Phase II (or Phase III, if such Airline Party will have Phase III) Exclusive Use Premises prior to the Date of Beneficial Occupancy thereof.

**Section 9.12 Authority To Issue Obligations To Fund Tenant Improvements.**

Subject to the provisions of Sections 8.02 and 8.04, and this Section 9.12, and except to the extent that an Airline Party has been reimbursed pursuant to Section 9.13, City may issue General Airport Revenue Bonds or Junior Lien Obligations in an amount sufficient to pay, reimburse or refinance (a) the cost of tenant improvements to any Airline Party's Exclusive Use Premises, and (b) all related costs of issuance and associated financing costs, including, but not limited to, the cost of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing such obligations. Such General Airport Revenue Bonds or Junior Lien Obligations may be issued in an amount sufficient to provide proceeds of not more than \$20.00 per square foot of any Phase II (and Phase III, if applicable) Exclusive Use Premises of any Airline Party which were not included in such Airline Party's Phase I (or Phase II, if applicable) Exclusive Use Premises. City may issue such General Airport Revenue Bonds or Junior Lien Obligations and make available the proceeds thereof to any Airline Party, upon the written request of such Airline Party and its written agreement to (i) pay the Debt Service on the General Airport Revenue Bonds or Junior Lien Obligations issued at such Airline Party's request, (ii) use the proceeds of such General Airport Revenue Bonds or Junior Lien Obligations to build, purchase or otherwise acquire such items of personal property or fixtures as are commonly in use at the Airport or at other comparable airports and as are not primarily identified with or usable only by such Airline Party, and (iii) assume all maintenance, operation and repair responsibilities for such improvements; provided, however, that City shall not issue General Airport Revenue Bonds or Junior Lien Obligations at the request of any Airline Party which is in default under its Airport Use Agreement or which cannot demonstrate, to the satisfaction of City, its ability to pay the Debt Service attributable to such obligations. Airline's obligation to pay Debt Service on General Airport Revenue Bonds or Junior Lien Obligations issued pursuant to this Section 9.12 shall be limited to (1) Debt Service on any such General Airport Revenue Bonds or Junior Lien Obligations issued at Airline's request and (2) a pro rata share of Debt Service on any such General Airport Revenue Bonds or Junior Lien Obligations issued at another Airline Party's request as a result of such Debt Service being included in O. & M. Expenses upon such other Airline Party's default. Nothing in this Section 9.12 shall be construed as prohibiting any other means of financing tenant improvements for any Airline Party. Any tenant improvements financed pursuant to this Section 9.12 shall become and remain the property of City, and may not be removed by Airline from such premises.

**Section 9.13 Authority To Issue Obligations To Reimburse Certain Airlines For Relocation Costs.**

Subject to the provisions of Sections 8.02 and 8.04, City may determine that the relocation of various "Airline Parties" (as defined in the 1959 Airport Use Agreement, which, on the Effective Date, have 1959 Terminal Lease Agreements in effect) from one location to another is necessary to facilitate the Airport Development Plan and may, upon such determination, issue General Airport Revenue Bonds or Junior Lien Obligations in an amount sufficient to provide proceeds not in excess of an aggregate amount of \$2,500,000,

as adjusted pursuant to this Section 9.13, to pay the cost of relocating such "Airline Parties" and to pay the cost of preparing substitute space and facilities therefor ((a) excluding payment for unamortized improvements in vacated premises, payment for new aircraft loading bridges and devices and other movable equipment, fixtures and personality, and (b) including payment for items such as new floor covering, wall covering and decorating consistent with such person's tenant finish standards at the Airport, new signs, the cost of relocating aircraft loading bridges and devices, wall partitions and other movable equipment, trade fixtures and personality, the cost of the movement of communications equipment and the cost of the modification of fueling facilities); provided, however, that no such reimbursement shall be made to any such "Airline Party" who is acquiring any material increase in linear footage of concourse perimeter adjacent to exclusive aircraft parking area at the time of such relocation; and provided, further, that no such reimbursement shall be made to any such "Airline Party" whose only relocation involves the relocation of holdrooms and, if appropriate, baggage handling facilities within the same concourse. The amount of \$2,500,00 set forth in this Section 9.13 shall be adjusted by multiplying such amount by the sum of one (1) plus the percentage change, expressed to four (4) decimal places, in the cost index described in Section 9.08(a)(i) from midyear 1982 to the midpoint of the periods in which the costs described herein are actually incurred.

#### Section 9.14 Special Facility Improvements.

In the event that an Airline Party elects to fund any Capital Project in the Airport Development Plan through the issuance of Special Facility Revenue Bonds for which such Airline Party has the unconditional obligation to make Debt Service payments, City shall enter into with such Airline Party a Special Facility Financing Arrangement having provisions identical or substantially similar to those provisions in the Special Facility Use Agreement dated as of August 1, 1982 between City and Delta Air Lines, Inc., governing (a) City's obligation to issue such bonds, and such Airline Party's right to approve such bonds, (b) the design and construction supervision by such Airline Party, including "fast-track" construction procedures, (c) the reimbursement to such Airline Party for cost of "Common Improvements", as defined therein, (d) the refinancing of costs of Public Use Premises and Aircraft Parking Areas, and (e) credits to such Airline Party pursuant to Section 5.03(b) and Section 5.06(c) of this Agreement.

#### Section 9.15 Construction Of Fueling System.

The construction of the Fueling System shall be governed by the terms of the Fueling System Lease and the provisions of this Article IX shall not apply thereto.

*Article X.*

*Airport Development Fund.*

**Section 10.01 Introduction.**

The provisions of this Article X govern the calculation of the Airport Development Fund payment requirement, and the uses and investment of moneys in the Airport Development Fund.

**Section 10.02 Airport Development Fund Payment Requirements.**

Beginning with the first Fiscal Year following the earlier to occur of (a) the Date of Beneficial Occupancy with respect to any Exclusive Use Premises in Terminal Building No. 1 and (b) December 31, 1989, and continuing for each Fiscal Year thereafter, there shall be included in the calculation of Airport Fees and Charges an amount equal to twenty percent (20%) of the amount by which Concession Revenues, as reflected in the Final Audit for such Fiscal Year, exceed Concession Revenues for the last full calendar year preceding the Effective Date (the "Airport Development Fund payment requirement"), which payment requirement shall be adjusted in accordance with Section 10.03.

**Section 10.03 Airport Development Fund Payment Requirement Adjustments.**

(a) In each Fiscal Year, the Airport Development Fund payment requirement, if any, shall be reduced, but not below zero, by an amount equal to fifty percent (50%) of the amount, if any, deposited by City into the Airport Fund or transferred to the Trustee for deposit into the Revenue Fund for such Fiscal Year from Net Revenues of the Land Support Area pursuant to Section 13.03.

(b) In each Fiscal Year, the Airport Development Fund payment requirement, if any, shall be reduced, but not below zero, by an amount equal to fifty percent (50%) of the amount, if any, deposited by City into the Airport Development Fund from the Emergency Reserve Fund pursuant to subsection (a) of Section 11.03.

(c) In each Fiscal Year, the Airport Development Fund payment requirement, if any, shall be reduced, but not below zero, by the amount by which (i) any passenger facility charge or similar tax at the Airport collected by City during such Fiscal Year (net of the amount, if any, of expenses incurred by City in the imposition and collection of such a charge or tax), exceeds (ii) the amount, if any, of Federal government funding eliminated and replaced by such passenger facility charge or similar tax for such Fiscal Year, as measured by Government Grants-in-Aid under the Airport and Airway Development Act of 1970, as amended, supplemented, or superseded, from time to time, for the Airport in the



Fiscal Year immediately preceding the Fiscal Year in which such passenger facility charge or similar tax is first imposed.

**Section 10.04 Payments Out Of Airport Development Fund.**

(a) City may make payments out of the Airport Development Fund for one or more of the following uses at or related to (i) the Airport, (ii) Chicago-Midway Airport and Merrill C. Meigs Field, if owned or operated by City as of the Effective Date, or (iii) any airport other than those described above owned or operated by City and approved by a Majority-in-Interest: (1) construction, improvement or repair of runways, taxiways or facilities incidental thereto; (2) installation and maintenance of navigational aids; (3) purchase of land for clear zones and runway and taxiway expansion; (4) aircraft parking areas used in common and not directly adjacent to any exclusive use facilities; (5) roadways, automobile parking lots and garages, and ground transportation systems; (6) heating and refrigeration facilities and other facilities related to utilities (except any such facilities which exclusively serve exclusive use facilities); and (7) improvements to any portion of any structure, which portion is not exclusively used by any person.

(b) Notwithstanding the foregoing, (i) with respect to any airport other than the Airport, payments may not be made out of the Airport Development Fund for improvements to passenger terminals or roadways, automobile parking lots and garages, or aircraft parking areas which directly serve passenger terminals, and (ii) with respect to the Airport and any other airport, payments may not be made out of the Airport Development Fund for any improvements which directly and exclusively benefit any person or persons in the Air Transportation Business.

(c) In the event there are, in any Fiscal Year, Terminal Area Rentals, Terminal Area Use Charges, Landing Fees, Fueling System Fees or indemnification payments pursuant to Section 19.01(a)(ii), (iii) or (iv) of any Airline Party, or rentals, charges and Federal Inspection Service Fees of any person engaged in the Air Transportation Business imposed for the use of the International Terminal Area, unpaid when due and reasonably deemed uncollectible by City after collection efforts have been undertaken in accordance with Section 16.03, and if amounts in the Emergency Reserve Fund available pursuant to Section 11.03(b) to pay such fees, charges and rentals have been exhausted, City shall make payments out of "Unobligated Funds", as below defined, in the Airport Development Fund to pay such fees, charges and rentals before including such fees, charges and rentals in the calculation of Airport Fees and Charges. "Unobligated Funds" means all funds in the Airport Development Fund in excess of the aggregate cost of all improvements to be funded from the Airport Development Fund pursuant to notice given in accordance with Section 8.03 or Majority-in-Interest approval granted in accordance with the procedure set forth in Section 8.06.

**Section 10.05 Investment Of Airport Development Fund.**

Any balance in the Airport Development Fund shall be invested as deemed prudent by City. Any earnings from such investments shall become part of the Airport Development Fund and any losses shall be borne by such fund.

*Article XI.*

*Emergency Reserve Fund.*

**Section 11.01 Introduction.**

The provisions of this Article XI govern the calculation of the Emergency Reserve Fund payment requirement, and the uses and investment of moneys in the Emergency Reserve Fund.

**Section 11.02 Emergency Reserve Fund Payment Requirements.**

In each Fiscal Year during the period commencing with the Effective Date and ending on December 31, 1998, there shall be included in the calculation of Airport Fees and Charges an amount (the "Emergency Reserve Fund payment requirement") equal to the sum of the amounts which would have been included in "Airport Expense", as defined in the 1959 Airport Use Agreement, on account of depreciation and interest as set forth in subparagraphs (1)(b) and (c) of Section 15.07 of the 1959 Airport Use Agreement and in substantially similar agreements between City and other "Airline Parties", as defined in the 1959 Airport Use Agreement for such Fiscal Year, had the 1959 Airport Use Agreement (and such other substantially similar agreements) remained in effect.

**Section 11.03 Payments Out Of Emergency Reserve Fund.**

(a) Whenever the amount in the Emergency Reserve Fund exceeds \$7,500,000, City shall make a payment out of the Emergency Reserve Fund in an amount equal to such excess into the Airport Development Fund.

(b) In the event there are, in any Fiscal Year, Terminal Area Rentals, Terminal Area Use Charges, Landing Fees, Fueling System Fees or indemnification payments pursuant to Section 19.01(a)(ii), (iii) or (iv) of any Airline Party, or rentals, charges and Federal Inspection Service Fees of any person engaged in the Air Transportation Business imposed for the use of the International Terminal Area, unpaid when due and reasonably deemed uncollectible by City after collection efforts have been undertaken in accordance with

Section 16.03, City shall make payments out of the Emergency Reserve Fund to pay such fees, charges and rentals before including such fees, charges and rentals in the calculation of Airport Fees and Charges.

(c) In the event of any awards, judgments or settlements resulting from any of the events described in 19.01(a)(i), City shall make payments out of the Emergency Reserve Fund in respect of such awards, judgments or settlements (but only to the extent there are no proceeds of insurance available therefor) before including any amounts attributable thereto as O. & M. Expenses in the calculation of Airport Fees and Charges.

#### Section 11.04 Investment Of Emergency Reserve Fund.

Any balance in the Emergency Reserve Fund shall be invested as deemed prudent by City. Subject to subsection (a) of Section 11.03, any earnings from such investments shall become part of the Emergency Reserve Fund and any losses shall be borne by such fund.

### *Article XII.*

#### *Terminal Support Area.*

#### Section 12.01 Calculation Of Net Revenues Or Net Deficit Of Terminal Support Area.

The Net Revenues, or in the case of a negative number, the Net Deficit, of the Terminal Support Area shall equal:

- (a) Non-Use Agreement Revenues of the Terminal Support Area identified in accordance with Section 6.02 and Section 13.03; minus
- (b) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to the Terminal Support Area in accordance with Section 6.01; minus
- (c) O. & M. Expenses of the Terminal Support Area identified in accordance with Section 6.02.

*Article XIII.**Land Support Area.***Section 13.01 Land Support Area Income And Expenses; Use And Development.**

(a) Except as provided in Sections 13.03 and 13.04, the calculation of Airport Fees and Charges shall not include any costs, expenses or revenues of the Land Support Area.

(b) The Fueling System Lease Agreement at the Airport dated as of January 1, 1959, or any successor agreement, the Lockheed Fuel Services Agreement dated as of February 1, 1960, or any successor agreement, and any leases between City and Airline (or any subsidiary or affiliate of Airline) described in Exhibit M attached hereto of facilities in the Land Support Area shall, if in effect on the Effective Date, be renewed for a term equal to the term of this Agreement (except as otherwise provided in subsection (c) of this Section 13.01) on the same terms and conditions as are in effect on the Effective Date.

(c) Any lease described in Exhibit M for a cargo facility to be replaced as part of the Airport Development Plan shall terminate pursuant to a reasonable schedule established by City as part of its implementation of the Airport Development Plan. At least one year prior to such termination, (i) City shall pay to Airline "Replacement Cost", as below defined, for Airline's leasehold interest in any such cargo facility, and (ii) City shall make available to Airline a site in the Land Support Area for a new cargo facility at least equal in size to the area being surrendered that is used by Airline for (1) the cargo building, (2) employee parking, (3) truck maneuvering areas, and (4) parking adjacent to the building for cargo handling equipment (the "Replacement Site"), excluding, however, all areas used for aircraft parking. City shall submit to Airline a new cargo facility ground lease for the Replacement Site (1) having a term beginning with the earlier of (A) the completion of Airline's replacement facilities (as certified by the Independent Architect or Engineer) and (B) one year following the date that the Replacement Site is made available to Airline, (2) having a ground rental at a rate equal to the rate provided for under the lease surrendered by Airline, (3) containing to the extent possible the same terms and conditions included in the surrendered lease, and (4) granting rights to exclusive and nonexclusive aircraft parking apron at least equal in size to any exclusive and nonexclusive aircraft parking apron available to Airline for the facility to be replaced. For the purpose of this subsection (c), "Replacement Cost" for such leasehold interest shall mean Airline's pro rata share of the total Airline-Funded Costs of Capital Projects TA-8(a) and IT-5(a). Airline's pro rata share shall be a fraction, the numerator of which shall be the number of square feet of leased building premises in the facility to be replaced, and the denominator of which shall be the total number of square feet of leased building premises in all facilities described in the description of Capital Projects TA-8 and IT-5 as facilities to be replaced.

(d) City shall not remove or permit to be removed any concession located in another Cost-Revenue Center in order to relocate such concession in the Land Support Area. City shall not induce any prospective concession operator to locate in the Land Support Area rather than in another Cost-Revenue Center. In no event shall any car or vehicle rental

concession be located in the Land Support Area. City shall not charge rates for any public parking facility operated in the Land Support Area below the lowest rates charged for public parking facilities in the Terminal Support Area. Nothing contained in this Article XIII shall be construed to relieve City of its obligation to maximize Concession Revenues pursuant to Section 16.01(c).

(e) Subject to subsection (d) of Section 13.01 and Section 13.04, City may use and develop the Land Support Area (including the air rights designated on Exhibit G attached hereto) in any manner whatsoever; provided, however, that (i) no such use or development shall materially adversely affect the operation or development of the Airport or the rights or obligations of Airline hereunder, and (ii) those portions of the Land Support Area designated on Exhibit G attached hereto as Aviation Related Land Use Areas shall be used or developed only for purposes related to the functions of the Airport.

#### **Section 13.02 Net Revenues Of The Land Support Area.**

The Net Revenues of the Land Support Area for any Fiscal Year shall equal, in the case of a positive number:

- (a) All amounts received or receivable directly or indirectly by City, for such Fiscal Year, for the use of, with respect to, or from the operation of, the Land Support Area; minus
- (b) Principal payments, interest payments, fund deposits and all other associated financing costs, for such Fiscal Year, of the Land Support Area; minus
- (c) O. & M. Expenses, for such Fiscal Year, of the Land Support Area identified in accordance with Section 6.02.

City shall separately account for the Net Revenues of that portion of the Land Support Area as described in Section 13.04.

#### **Section 13.03 Deposit Into Airport Development Fund; Credit To Terminal Support Area.**

With regard to that portion of the Land Support Area other than the portion described in Section 13.04, City shall, for each Fiscal Year, deposit into the Airport Fund, or, when the pledge of Revenues under the General Airport Revenue Bond Ordinance is in effect, transfer to the Trustee for deposit into the Revenue Fund, in either case for subsequent deposit into the Airport Development Fund, an amount equal to fifty percent (50%) of the Net Revenues, if any, of such portion of the Land Support Area for such Fiscal Year,

determined in accordance with Section 13.02; provided, however, that, to the extent that such fifty percent (50%) of the Net Revenues of such portion of the Land Support Area exceeds twice the Airport Development Fund payment requirement established pursuant to Section 10.02, one-half (1/2) of such excess shall be paid out of the Airport Fund or Revenue Fund, as the case may be, into the Airport Development Fund and one-half (1/2) of such excess shall be Non-Use Agreement Revenues of the Terminal Support Area.

#### Section 13.04 Central Parking Area.

(a) The air rights over the area designated in Exhibit G as "Central Parking Area" shall be part of the Land Support Area but City shall not develop such air rights unless it first (i) submits to the Airline Parties a description of the development plan for such area including an analysis of costs and a construction schedule in sufficient detail to enable the Airline Parties to make an informed judgment thereon and (ii) receives approval of a Majority-in-Interest for such development plan; provided, however, that Majority-in-Interest approval may be withheld only if such development (1) will materially adversely affect the availability of automobile and other vehicle parking for users of the Terminal Area, (2) will materially adversely affect the operation of the Ground Transportation System, (3) will materially adversely affect the safety or operation of the Airport, (4) will violate any federal or state law, rule or regulation relating to the operation of the Airport, or (5) will increase Airport Fees and Charges.

(b) City shall, for each Fiscal Year, deposit into the Airport Fund or, if the pledge of Revenues under the General Airport Revenue Bond Ordinance is then in effect, transfer to the Trustee for deposit into the Revenue Fund, an amount equal to fifty percent (50%) of the Net Revenues, if any, as described in Section 13.02, for such Fiscal Year, from the development of the air rights over the Central Parking Area. Such amount, if any, shall be Non-Use Agreement Revenues of the Terminal Area.

### *Article XIV.*

#### *International Terminal Area.*

##### Section 14.01 Fees And Charges.

City shall use its best efforts to induce each person engaged in the Air Transportation Business which leases premises in the International Terminal Area to execute an airport use agreement which (a) has a term of not less than ten (10) years, and (b) requires the payment of such rentals and charges as, when aggregated together with other Non-Use Agreement Revenues of the International Terminal Area (including Federal Inspection Service Fees) and Terminal Support Area Net Revenues, if any, allocated to the International Terminal Area, will be sufficient to pay for Debt Service (reduced by

Investment Income allocated in accordance with Section 6.02(b)) allocated to the International Terminal Area, O. & M. Expenses of the International Terminal Area, and Terminal Support Area Net Deficit, if any, allocated to the International Terminal Area. In any event, City shall impose rentals, charges and Federal Inspection Services Fees on any person engaged in the Air Transportation Business leasing premises in, or using the Federal Inspection Service Facility portion of, the International Terminal Area, sufficient to cover such person's pro rata share of the foregoing costs and expenses based upon such person's use of the International Terminal Area.

**Section 14.02 Calculation Of Net Revenues Or Net Deficit Of International Terminal Area.**

The Net Revenues, or in the case of a negative number, the Net Deficit, of the International Terminal Area shall equal:

- (a) Non-Use Agreement Revenues of the International Terminal Area identified in accordance with Section 6.02, including rentals, charges and Federal Inspection Service Fees paid to City by users of the International Terminal Area (except late payments collected and applied in accordance with Section 16.03(b));

plus

- (b) Net Revenues, if any, of the Terminal Support Area calculated pursuant to Section 12.01 and allocated pursuant to Section 6.04 to the International Terminal Area;

plus

- (c) Any amounts paid, as a result of a default by a user of the International Terminal Area, out of the Airport Development Fund in accordance with Section 10.04(c) or out of the Emergency Reserve Fund in accordance with Section 11.03(b);

minus

- (d) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to the International Terminal Area in accordance with Section 6.01;

minus

- (e) O. & M. Expenses of the International Terminal Area identified in accordance with Section 6.02;

minus

- (f) Net Deficit, if any, of the Terminal Support Area calculated pursuant to Section 12.01 and allocated pursuant to Section 6.04 to the International Terminal Area.

*Article XV.*

*Responsibilities Of Airline.*

**Section 15.01 Maintenance, Replacement And Repair.**

(a) Airline shall, in accordance with Exhibit N attached hereto, be responsible for and shall perform or cause to be performed, maintenance and repair of its Exclusive Use Premises, and shall clean and keep clear of debris Airline's Aircraft Parking Areas. Airline's responsibility for maintenance, replacement and repair of the Fueling System shall be governed by the terms of the Fueling System Lease. Airline shall, at all times:

- (i) Keep all fixtures, equipment and personal property in a clean and orderly condition and appearance;
- (ii) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs and inside painting, such repairs and painting by Airline to be of a quality and class not inferior to the original material and workmanship;
- (iii) Control all of its vehicular traffic in the Airport, take all precautions reasonably necessary to promote the safety of its passengers, customers, business visitors and other persons, and employ such means as may be necessary to direct the movements of its vehicular traffic; and
- (iv) Either directly or through an independent contractor (which independent contractor shall obtain a City permit, the issuance of which shall not be unreasonably withheld), dispose of its garbage, debris and other waste materials (excluding snow and ice).



(b) If the performance of any of the foregoing maintenance, repair, replacement or painting obligations of Airline requires work to be performed near an active taxiway or runway or where safety of Airport operations might be involved, Airline shall post guards or erect barriers or other safeguards, approved by the Commissioner, at such locations.

#### Section 15.02 Modifications To Exclusive Use Premises.

(a) Airline may, from time to time, install additional facilities and improvements and modify or expand existing facilities or improvements in its Exclusive Use Premises. Before entering into any contract for such work, Airline shall first submit to the Commissioner for his prior written approval a construction application together with complete plans and specifications of the proposed work. If requested by the Commissioner, Airline shall require the contractor to furnish a performance bond and payment bond, approved as to form and substance by the Commissioner. The approval of the construction application and plans and specifications shall not be unreasonably withheld.

(b) Airline shall, and shall include in all construction contracts a provision requiring the contractor to, indemnify, hold harmless and defend City, its officers, agents and employees against losses (except to the extent such losses are caused by City's negligence), occasioned by death, injury to persons or damage to property, arising out of or in connection with the performance of construction work, against the risk of loss or damage to the construction prior to the completion thereof, and against losses resulting from claims and demands by third persons arising out of the performance of the construction work; and Airline shall provide, or shall require the contractor to provide, liability insurance covering the foregoing. Airline shall also include in any construction contract such provisions as may reasonably be required by the Commissioner relating to the operation of the contractor at the Airport.

(c) All work performed by Airline or its contractor, including all workmanship and materials, shall be of acceptable quality and shall be performed in accordance with the plans and specifications approved by the Commissioner. Such work may be inspected by the Commissioner, or his authorized representative at any time.

(d) Airline shall deliver to the Commissioner "as built" drawings of the work performed by it and shall keep such drawings current showing any changes or modifications made in or to its Exclusive Use Premises.

(e) Airline shall discharge when due all obligations to contractors, subcontractors, materialmen, workmen and others for all work performed and for materials furnished for or on account of Airline.

**Section 15.03 Taxes, Licenses And Permits.**

Airline shall pay all taxes and obtain all licenses, permits, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by it hereunder.

**Section 15.04 Installation Of Machinery And Equipment.**

Airline may, from time to time, in its sole discretion and at its own expense, install machinery, equipment and other personal property in its Exclusive Use Premises which may be attached or affixed to, but shall not become a part of, the Exclusive Use Premises. Subject to the provisions of Section 9.12, all such machinery, equipment and other personal property shall remain the sole property of Airline and may be removed by Airline at any time, in its sole discretion and at its own expense; provided, however, that any damage resulting from any such removal shall be repaired by Airline at its own expense. City shall not have any interest in or landlord's lien on any such machinery, equipment or personal property, and such machinery, equipment and personal property shall be identified as the property of Airline.

**Section 15.05 Liens Prohibited.**

Airline shall keep its Exclusive Use Premises and the installations situated thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Airline; provided, however, that Airline may in good faith contest the validity of any lien.

**Section 15.06 Performance By City Upon Failure Of Airline.**

If Airline fails to perform, for a period of thirty (30) days after written notice from City, any obligation required by this Article XV, City may perform such obligation of Airline, and charge Airline for the cost to City of such performance; provided, however, that if Airline's failure to perform any such obligation endangers the safety of operations at the Airport and City so states in its notice to Airline, City may perform such obligation of Airline at any time after the giving of such notice and charge Airline for its costs of such performance.

Section 15.07 Airline Books And Records.

Airline shall maintain at its office in Chicago, Illinois, or at the Airport, books, records and accounts relevant to the determination of any Landing Fees, Terminal Area Use Charges and Federal Inspection Fees, if any, payable by it, or if such books, records and accounts are not maintained at such office, it shall promptly furnish the Commissioner and the City Comptroller of City with all information reasonably requested by them with respect to such books, records and accounts. The Commissioner and the City Comptroller of City, and such persons as may be designated by them, shall have the right, at all reasonable times, to examine, make copies of, and take extracts from such books, records and accounts.

Section 15.08 Airline To Maintain Its Corporate Existence; Conditions Under Which Exceptions Permitted.

Airline shall maintain its corporate existence, shall not dissolve or otherwise dispose of all or substantially all of its assets, and shall not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it, unless the surviving, resulting or transferee corporation, as the case may be, (a) expressly assumes in writing all of the obligations of Airline hereunder, (b) is qualified to do business in the State of Illinois, and (c) if such corporation is not organized and existing under the laws of the United States of America or any state or territory thereof or the District of Columbia, delivers to City an irrevocable consent to service of process in, and to the jurisdiction of the courts of, the State of Illinois with respect to any action or suit, at law or in equity, brought by City to enforce this Agreement.

Section 15.09 Qualification In The State Of Illinois.

Airline warrants that it is, and throughout the term of this Agreement it (or the surviving, resulting or transferee corporation permitted by Section 15.08) will continue to be, duly qualified to do business in the State of Illinois.

*Article XVI.*

*Obligations Of City.*

Section 16.01 Operation And Maintenance Of Airport.

(a) City shall, in accordance with Exhibit N attached hereto, operate, maintain and keep in good repair, and expend such amounts for O. & M. Expenses as shall be reasonable and

necessary therefor, all of the areas and facilities of the Airport, except as specifically excepted by Section 15.01. City's obligation with respect to the operation and maintenance of the Fueling System shall be governed by the terms of the Fueling System Lease.

(b) City shall operate and maintain the Airport, and any other airport for which City makes payments out of funds in the Airport Development Fund, in a reasonably prudent manner and in accordance with the rules, regulations and orders of any federal or state agency having jurisdiction with respect thereto.

(c) City shall operate the Airport and lease space to concessionaires in a manner so as to produce, subject to the provisions of this Agreement, Concession Revenues of a nature and amount which would be produced by a reasonably prudent airport operator and to maximize such Concession Revenues to the extent reasonably practicable. At least forty-five (45) days before any concession agreement is entered into between City and any concessionaire with respect to the use of any space or facilities at the Airport (excluding the Land Support Area), City shall furnish Airline with a copy of such proposed agreement, along with a general description of the expected impact, if any, on Airline's use of its Exclusive Use Premises. The Commissioner shall give due consideration to any comments submitted in a timely manner by Airline on such proposed agreement, and shall, if requested by Airline, meet with Airline to discuss the expected impact, if any, on Airline's use of its Exclusive Use Premises.

(d) City shall impose a landing fee on each Fee Landing, which landing fee shall be calculated on the basis of a landing fee rate not less than the Landing Fee Rate then in effect.

(e) City shall supply adequate lighting for the Airport, including adequate landing lights, floodlights, beacons and other field lighting.

(f) City shall use its best efforts to keep the Airport open and in operation for landings and take-offs of aircraft of any type designed to use facilities similar to those at the Airport. In such regard, City shall employ or cause to be employed construction, reconstruction and repair techniques (including supervision and construction management) which will minimize Airport operational delays or disruption reasonably expected to result from such construction, reconstruction or repair. Except as otherwise provided in Section 15.01, City shall take all actions necessary to keep the Terminal Area, the Airfield Area, and the Terminal Support Area clear of snow, ice, debris, vegetation and other foreign matter.

(g) City shall maintain "as built" drawings of all improvements hereafter constructed at the Airport, which drawings shall be available to Airline for inspection at any reasonable time.

(h) City shall pay all taxes or special assessments which may be levied or assessed upon the premises leased hereunder; provided, however, that the foregoing shall not apply to any taxes on any personal property or leasehold of Airline located on such premises.

(i) City shall maintain order at the Airport.

**Section 16.02 Performance By Airline Upon Failure Of City.**

If City fails to perform, for a period of thirty (30) days after written notice from Airline, any obligation required by Section 16.01(a), Airline may, but is not required to, perform, by itself or jointly with any other Airline Parties, such obligation of City, and charge City for the cost to Airline of such performance; provided, however, that if City's failure to perform any such obligation endangers the safety of Airline's operation at the Airport and Airline so states in its notice to City, Airline may perform, by itself or jointly with any other Airline Parties, such obligation of City at any time after the giving of such notice and charge City for its costs of such performance; and, provided further, that in either event, Airline shall not deduct any such cost from any amounts due hereunder or under any other agreement between Airline and City relating to the Airport. City shall not be liable to Airline for any loss of revenues to Airline resulting from any of City's acts, omissions or negligence in maintaining and operating the Airport.

**Section 16.03 Pursuit Of Remedies Against Defaulting Airline Parties And International Terminal Area Users.**

(a) A default by any Airline Party in the payment of Terminal Area Rentals, Terminal Area Use Charges, Landing Fees, Fueling System Fees, or indemnification payments pursuant to Section 19.01(a)(ii), (iii) or (iv), or a default in the payment of rentals, charges or Federal Inspection Service Fees imposed on any person engaged in the Air Transportation Business for the use of the International Terminal Area, may, if not cured, result in a greater amount of Terminal Area Use Charges, Landing Fees and Fueling System Fees payable by Airline than would otherwise have been required. Accordingly, City shall diligently pursue all appropriate remedies against any such defaulting Airline Party or International Terminal Area user on behalf of and for the benefit of the non-defaulting Airline Parties, including Airline, and shall give due consideration to any comments submitted to City by Airline with respect to the pursuit of such remedies.

(b) Any fees, charges or rentals collected by City from a defaulting Airline Party or International Terminal Area user shall be paid in the following manner:

- (i) first, pro rata, to each non-defaulting Airline Party to the extent such Airline Party paid such fees, charges or rentals;
- (ii) next, to the Airport Development Fund to the extent amounts from such fund were used to pay such fees, charges or rentals;
- (iii) then, the remainder, if any, to the Emergency Reserve Fund to the extent amounts from such fund were used to pay such fees' charges or rentals.

(c) At the election of Airline Parties who have paid more than fifty percent (50%) of the amount owed by any defaulting Airline Party or International Terminal Area user hereunder, such Airline Parties become subrogated to City's rights against such person, and may assume the prosecution of, and responsibility for pursuing, City's remedies against such defaulting person. In the event of such election, City shall fully cooperate with the Airline Parties assuming the prosecution of such remedies, and any amount recovered shall be distributed as provided in subsection (b) above.

*Article XVII.*

*Rules And Regulations; Compliance With Laws.*

**Section 17.01 Rules And Regulations.**

(a) Airline shall comply, and shall use its best efforts to cause its passengers, guests, invitees and independent contractors to comply with all Rules and Regulations governing the conduct and operation of the Airport, promulgated from time to time by the Commissioner, which are neither (i) inconsistent with the reasonable exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to the Airport, nor (ii) inconsistent with the rules, regulations or orders of any federal or state agency having jurisdiction with respect thereto.

(b) Nothing herein shall be construed to prevent Airline from contesting in good faith any Rule or Regulation of the Airport, without being considered in breach hereof so long as such contest is diligently commenced and prosecuted by Airline. Airline shall be excused from complying with any Rule or Regulation of the Airport during any such contest unless the Commissioner reasonably determines that failure to comply with such Rule or Regulation constitutes a health or safety hazard to users of the Airport.

(c) City shall supply Airline with five (5) sets of City's current Rules and Regulations. Except in cases of emergency, no Rule or Regulation shall be applicable to Airline until Airline has been given fifteen (15) days' notice of the adoption thereof.

**Section 17.02 Compliance With Laws.**

City and Airline shall comply with all applicable federal, state and local laws, codes, regulations, ordinances, rules and orders; provided, however, that City or Airline may, without being considered to be in breach hereof, contest any such laws so long as such contest is diligently commenced and prosecuted by City or Airline, as the case may be.

*Article XVIII.*

*Exercise By City Of Governmental Functions.*

**Section 18.01 Governmental Functions.**

(a) Nothing contained herein shall impair the right of City in the exercise of its governmental functions to require Airline to pay any tax or inspection fees or to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges granted to Airline hereunder.

(b) City shall have no control over the rates, fares or charges that Airline may prescribe in connection with the conduct of its Air Transportation Business.

**Section 18.02 No Authority To Conduct Ground Transportation Business.**

Except as provided in Section 3.04(b) nothing contained herein shall be deemed to be the grant of any franchise, license, permit or consent to Airline to operate motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the Airport. City shall have the right to grant such franchise, license, permit or consent to any person other than a person in the Air Transportation Business.

*Article XIX.*

*Indemnity, Insurance And Condemnation.*

**Section 19.01 Indemnity.**

(a) Airline shall pay, and shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands, judgments, awards and settlements including, without limitation, payments of claims or liability resulting from any injury to or death of any person or damage to property, and costs of acquisition of real property as a result of claims described in subsection (i) below, in each case, arising out of the following (except to the extent caused by the negligence of City or its agents, officers and employees) and only to the extent City is not reimbursed out of insurance proceeds therefor; provided, however, that if and to the extent City fails to maintain the insurance required hereunder, then Airline shall not be obligated under this

Section 19.01(a) to pay City to the extent of insurance proceeds which City would have received if it had maintained such insurance:

- (i) Suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, or similar suits based upon the use of the Airport (other than the Land Support Area) for the landing and taking-off of aircraft, provided that any liabilities of Airline and all other Airline Parties under this Section 19.01(a)(i) shall be treated as O. & M. Expenses and shall be allocated to the Airfield Area, and Airline shall have no responsibility for any such liabilities beyond its responsibility to pay rentals, charges and fees pursuant to Article V;
- (ii) Airline's use or occupancy of the Airport (other than any use or occupancy covered by subsection (a)(i) of this Section 19.01) or non- use (if such non-use is contrary to Airline's obligations hereunder) of any premises demised to Airline hereunder;
- (iii) The condition of Airline's Exclusive Use Premises, including any equipment or facilities at any time located thereon, and any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto; or
- (iv) The violation by Airline of any agreement, warranty, covenant or condition of this Agreement, of any other contract, agreement or restriction relating to the Airport, or of any law, ordinance, regulation or court order affecting the Airport.

(b) City shall promptly notify Airline in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Airline hereunder, setting forth the particulars of such claim or action and shall furnish Airline with a copy of all suit papers and legal process. Airline (except as provided in the next sentence) shall assume and have full responsibility for the defense or settlement thereof, including the employment of counsel, and the payment of all expenses and all settlements or judgments. In the event any of the suits or actions covered by subsection (a)(i) above occur, the following shall apply: (i) the defense of such suits or actions including the employment of counsel, shall be assumed by all Airline Parties and conducted as directed by a Majority-in-Interest, and (ii) all expenses, including attorneys' fees, settlements and judgments shall be paid by City and included in O. & M. Expenses and shall be allocated to the Airfield Area. City shall cooperate fully with Airline in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

#### Section 19.02 Insurance Maintained By Airline.

Airline shall maintain, or cause to be maintained, at its own expense, insurance with respect to its property and business against such casualties and contingencies (including



but not limited to public liability) in such amounts as are customary in the case of similarly situated persons in the Air Transportation Business.

**Section 19.03 Insurance Maintained By City.**

City shall maintain, or cause to be maintained, insurance with respect to the Airport (except the Land Support Area) against such casualties and contingencies and in amounts not less than is reasonably prudent. Such policies of insurance shall name City and the Trustee, if any, as co-assureds as their interests may appear. Without limiting the foregoing, City shall maintain, or cause to be maintained, the following insurance with respect to the Airport (except the Land Support Area):

(a) Insurance against loss or damage under a policy or policies covering such risks as are ordinarily insured against by reasonably prudent operators of airports, including without limiting the generality of the foregoing, fire, lightning, windstorm, hail, floods, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke and uniform standard extended coverage with vandalism and malicious mischief endorsements, and all-risk coverage, limited only as may be provided in the standard form, if any, of such endorsements at the time in use in the State of Illinois. Such insurance shall be maintained in an amount not less than the full insurable replacement value of the insured premises. No policy of insurance shall be written such that the proceeds thereof will produce less, by reason of co-insurance provisions or otherwise, than the full insurable replacement value of the insured premises. Full insurable replacement value of any insured premises shall be deemed to equal the actual replacement cost of the premises, and shall be determined from time to time, but not less frequently than once every three years, by an architect, contractor, appraiser or appraisal company or one of the insurers, in any case, selected by City. In the event that such determination of full insurable replacement value indicates that any premises in the Airport (other than the Land Support Area) are underinsured, City shall forthwith secure the necessary additional insurance coverage.

(b) Comprehensive general public liability insurance including blanket contractual liability and personal injury liability (with employee exclusion deleted), and on-premises automobile insurance including owned, non-owned and hired automobiles used and operated by City, protecting City against liability for injuries to persons and property arising out of the existence or operation of the Airport (except the Land Support Area) in limits as follows: for personal injury and bodily injury, \$100,000,000 for each occurrence and \$100,000,000 annual aggregate; and for property damage, \$100,000,000 for each occurrence and \$100,000,000 annual aggregate.

(c) Boiler or pressure vessel explosion insurance with coverage on a replacement cost basis as provided in subsection (a) of this Section 19.03 for property damage, but any such policy may have a deductible amount not exceeding \$10,000. No such policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the first sentence of this subsection (c) by reason of co-insurance provisions or otherwise.

(d) Each policy of insurance maintained by City under this Section 19.03 shall contain a waiver of subrogation in favor of City and Airline on the part of the insurer.

(e) If, at any time, City is obligated under any other agreement then in effect between City and Airline to provide, with respect to premises at the Airport, insurance of the nature and in not less than the amounts described in this Section 19.03, then the provisions of this Section 19.03 shall be subject to the applicable provisions of such other agreement.

(f) City shall, upon request of a Majority-in-Interest, purchase policies of insurance which are additional, in scope or amount of coverage, to those policies described in this Article XIX.

(g) City shall furnish to Airline's Representative copies of any notices received by City or the Trustee covering any of the matters contained in this Article XIX.

#### Section 19.04 Use Of Insurance Proceeds.

(a) If Airline's Exclusive Use Premises or Airlines' Aircraft Parking Area, or any portion thereof, are damaged or destroyed by fire or other casualty, City, after consultation with Airline, shall, to the extent of proceeds of insurance received with respect to such premises, forthwith repair, reconstruct and restore (subject to unavoidable delays) the damaged or destroyed premises to (i) substantially the same condition, character and utility value (based upon the plans and specifications for such premises, subject to then-existing Airport building standards) as existed prior to the event causing such damage or destruction, or (ii) such other condition, character and value as may be agreed upon by City and Airline. If no obligations issued pursuant to Article VIII are then outstanding, and if Airline's Exclusive Use Premises, or any portion thereof, are rendered untenable by reason of such damage or destruction, then, unless City provides Airline with alternative Exclusive Use Premises substantially equivalent to those rendered untenable, Airline shall be entitled to a pro rata abatement of its Terminal Area Rentals and Terminal Area Use Charges until Airline's Exclusive Use Premises are restored pursuant to this Section 19.04(a).

(b) If any part of the Airport other than Exclusive Use Premises, Aircraft Parking Areas and Land Support Area is damaged or destroyed by fire or other casualty, City, after consultation with Airlines' Representative, shall, to the extent of proceeds of insurance received with respect to such premises, forthwith repair, reconstruct and restore (subject to unavoidable delays) the damaged or destroyed premises to (i) substantially the same condition, character and utility value (based upon the plans and specifications for such premises, subject to then-existing building standards) as existed prior to the event causing such damage or destruction, (ii) or such other condition, character and value as may be agreed upon by City and a Majority-in-Interest.

(c) If the net proceeds of insurance received on account of damage to or destruction of any premises are in excess of the amount necessary to repair, reconstruct and restore such

premises, the amount of such excess shall be treated as Non-Use Agreement Revenues of the C.R.C. in which such premises are located.

(d) City may issue, pursuant to Sections 8.02 and 8.04, obligations to fund, or reimburse Delta Air Lines, Inc., or another Airline Party for, any "Insurance Deficiency" as defined in, and pursuant to the Special Facility Use Agreement by and between Delta Air Lines, Inc. and City dated as of August 1, 1982, or pursuant to any identical or substantially similar provision in any other special facility agreement entered into by City and any Airline Party pursuant to Section 9.14.

#### Section 19.05 Condemnation.

(a) City and Airline shall cooperate in the handling of any prospective or pending condemnation proceedings with respect to Airline's Exclusive Use Premises or Airline's Aircraft Parking Area.

(b) Any condemnation or taking of such a substantial part of Airline's Exclusive Use Premises or Airline's Aircraft Parking Area that results in such premises being unsuitable, or the use thereof being economically unfeasible, is herein referred to as a "Total Taking". In the event of a taking of any Airline's Exclusive Use Premises or Aircraft Parking Area other than a Total Taking (a "Partial Taking"), this Agreement shall remain in effect and, if the net proceeds of any award received by City on account of such Partial Taking are sufficient for the purpose, City, after consultation with Airline, shall forthwith (subject to unavoidable delays) apply such net proceeds to the restoration or replacement of the premises so taken as nearly as possible to (i) such condition, character and utility value (based upon the plans and specifications, subject to then-existing Airport building standards) as existed prior to such Partial Taking, or (ii) to such other condition, character and value as may be agreed upon by City and such Airline Party.

(c) In the event of a Partial Taking with respect to any Airline Party or Airline Parties, if the net proceeds of any award received by City on account of such Partial Taking are insufficient to restore or replace the premises so taken, as provided above, so long as City has the right and power to issue General Airport Revenue Bonds or Junior Lien Obligations, City shall nevertheless restore or replace (subject to unavoidable delays) the premises subject to such Partial Taking, and may issue General Airport Revenue Bonds or Junior Lien Obligations and pay the cost of the deficiency (the "Condemnation Award Deficiency") from the proceeds of such issuance. The Debt Service on General Airport Revenue Bonds or Junior Lien Obligations issued to fund the amount of a Condemnation Award shall be allocated in accordance with Section 6.01 and shall be included in the computation of Airport Fees and Charges.

(d) In the event that prior to the Effective Date, any Airline Party had funded a Condemnation Award Deficiency and under the terms of any agreement then in effect between City and such Airline Party such funding is to be treated as a loan by such Airline Party to City, then as soon as reasonably practicable after the Effective Date, so long as City shall have the power and right to issue General Airport Revenue Bonds or Junior Lien Obligations, City shall issue General Airport Revenue Bonds or Junior Lien Obligations in

an amount sufficient (i) to reimburse such Airline Party for the amount of any such Condemnation Award Deficiency so funded, and (ii) to pay such Airline Party the amount of any interest expense actually incurred by it, and not previously paid to such Airline Party by City, with respect to such Condemnation Award Deficiency. The Debt Service on such General Airport Revenue Bonds or Junior Lien Obligations shall be allocated in accordance with Section 6.01 and included in the computation of Airport Fees and Charges.

(e) If for any reason the net proceeds of an award received by City on account of the condemnation or taking of any premises are in excess of the amount necessary to restore or replace such premises, the amount of such excess shall be treated as Non-Use Agreement Revenues of the C.R.C. in which such premises are located.

(f) In the event of a Total Taking of any Airline Party's Exclusive Use Premises or Aircraft Parking Area, the following shall apply:

- (i) Such Airline Party shall receive such portion of the net proceeds received by City on account of such taking as is attributable to such Airline Party's non-removable tenant finishes and equipment; and
- (ii) At the election of such Airline Party, such Airline Party may:
  - (1) terminate this Agreement, in which event the remaining net proceeds received by City on account of such taking shall be used first to redeem General Airport Revenue Bonds or Junior Lien Obligations, if any, and then shall be paid to City; or
  - (2) require City to construct new Exclusive Use Premises or Aircraft Parking Area for such Airline Party at a mutually agreeable location on the Airport, in which event the net proceeds received by City on account of such taking shall be applied to the construction of such new facilities and any deficiency or excess shall be handled in the same manner as a deficiency or excess with respect to a Partial Taking.

#### *Article XX.*

#### *Books And Records Of City.*

##### **Section 20.01 City Books And Records.**

City shall follow such procedures and keep and maintain such books, records and accounts as may be necessary or appropriate under the provisions of this Agreement or of the General Airport Revenue Bond Ordinance. Such books, records and accounts shall

contain all items affecting the computation of Airport Fees and Charges, recorded in accordance with generally accepted accounting principles. Airline shall have the right, at any reasonable time and at its own expense, to examine, make copies of, and take extracts from such books, records and accounts.

*Article XXI.*

*Quiet Enjoyment.*

**Section 21.01 Covenant Of Quiet Enjoyment.**

Upon the payment by Airline of all Landing Fees, Terminal Area Rentals, Terminal Area Use Charges and Fueling System Fees properly charged to Airline and the performance of the covenants and agreements on the part of Airline to be performed hereunder, Airline shall peaceably have and enjoy the premises, appurtenances, facilities, licenses and privileges granted herein.

*Article XXII.*

*Sublease And Assignment.*

**Section 22.01 Sublease And Assignment Of Exclusive Use Premises.**

(a) Airline may sublet or assign its Exclusive Use Premises, in whole or in part, to another person in the Air Transportation Business, subject, however, to each of the following conditions:

- (i) No sublease or assignment shall relieve Airline from primary liability for any of its obligations hereunder, and Airline shall continue to remain primarily liable for payment of the Terminal Area Rentals and Terminal Area Use Charges established hereunder and for the payment, performance and observance of its other obligations and agreements herein provided; and
- (ii) Any sublease or assignment of less than all of Airline's Exclusive Use Premises shall be subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld; and any sublease or assignment of all of Airline's Exclusive Use Premises (other than an assignment made to a surviving, resulting or transferee corporation which meets all of the criteria set forth in Section 15.08) shall be subject to the prior approval of the City Council of City.

(b) Within thirty (30) days following the execution and delivery thereof, Airline shall furnish City with a copy of each sublease or assignment entered into by Airline pursuant to this Section 22.01.

**Section 22.02 Assignment By City.**

City may assign, in accordance with the General Airport Revenue Bond Ordinance, if applicable, and with the terms of this Agreement, certain of its interests in and pledge certain revenues and receipts under this Agreement as security for payment of the principal of, premium, if any, and interest on obligations issued pursuant to Section 8.02.

*Article XXIII.*

*Transition.*

**Section 23.01 Transfer Of Funds.**

On the Effective Date, City shall transfer any cash balances, including any accrued interest thereon, derived from the operation by City of the Airport (other than funds in the "Emergency Reserve Account" as defined in and created under the 1959 Airport Use Agreement), and on hand as of the Effective Date, into the Airport Fund; provided, however, that any such funds on hand which, prior to the Effective Date, have been approved by a "Majority-in-Interest" (as defined in the 1959 Airport Use Agreement) for use for Capital Projects shall be transferred into the Special Capital Projects Fund.

**Section 23.02 Fiscal Year Preceding Effective Date.**

City shall treat the period from the date of the end of the last full Airport fiscal year under the 1959 Airport Use Agreement to the Effective Date as a full Fiscal Year of the Airport, and shall prepare an audit and accounting of fees and charges for such period. Any amounts owed to or by Airline for such period shall be treated as charges or credits, as the case may be, with respect to Airline's Terminal Area Use Charges hereunder.

**Section 23.03 Fiscal Year Beginning With Effective Date.**

City shall treat the period from the Effective Date to the last day of the Fiscal Year in which the Effective Date falls as a full Fiscal Year.

*Article XXIV.*

*Termination By City.*

**Section 24.01 Events Of Default Defined.**

Each of the following shall be an "Event of Default" under this Agreement:

(a) The failure by Airline to pay any Landing Fees, Terminal Area Rentals, Terminal Area Use Charges or Fueling System Fees required to be paid hereunder at the times specified herein;

(b) The dissolution or liquidation of Airline, provided, however, that the term "dissolution or liquidation of Airline", as used in this subsection, shall not be construed to include the cessation of the corporate existence of Airline resulting either from a merger or consolidation of Airline into or with another corporation or a dissolution or liquidation of Airline following a transfer of all or substantially all of its assets as an entirety, if the conditions permitting such actions contained in Section 15.08 are met;

(c) The admission by Airline of insolvency or bankruptcy or the inability of Airline to pay its debts as they mature, or the failure by Airline to pay its debts as such debts become due, or the making by Airline of an assignment for the benefit of creditors or the application by Airline for or the consent to the appointment of a trustee, custodian or receiver for Airline, or for the major part of its property;

(d) The appointment of a trustee, custodian or receiver for Airline or for the major part of its property without discharge thereof within thirty (30) days after such appointment;

(e) The institution by or against Airline of bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under any chapter of the Federal Bankruptcy Code, as amended, or other proceedings for relief under bankruptcy law or similar law for the relief of debtors (other than bankruptcy proceedings instituted by Airline against third parties), and if instituted against Airline, the allowance against Airline or the consent thereto by Airline, or the failure by Airline to have such proceedings dismissed, stayed or otherwise nullified within sixty (60) days after such institution;

(f) The abandonment by Airline of its Air Transportation Business at the Airport for reasons other than strike or force majeure; or

(g) The failure by Airline to observe and perform any covenant, condition or agreement in this Agreement on the part of Airline to be observed or performed, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, given to Airline by City, unless City agrees in writing to an extension of

such time prior to its expiration; provided, however, that any such failure which can be cured but which cannot with due diligence be cured within such thirty (30) day period shall not constitute an Event of Default if corrective action is instituted by Airline within the applicable period and diligently pursued until the failure is corrected.

#### **Section 24.02 Remedies On Default.**

Whenever an Event of Default has occurred and is continuing, City, to the extent permitted by law and upon written notice to Airline, may, subject to the provisions of any other agreement then in effect between Airline and City, take any one or more of the following remedial steps:

(a) City may terminate this Agreement and exclude Airline from possession of its Exclusive Use Premises;

(b) City may, without terminating this Agreement, exclude Airline from possession of its Exclusive Use Premises, and use reasonable efforts to lease the Exclusive Use Premises to another for the account of Airline, holding Airline liable for all Landing Fees, Terminal Area Rentals, Terminal Area Use Charges and Fueling System Fees and other payments due up to the effective date of such leasing and for the excess, if any, of the Terminal Area Rentals and Terminal Area Use Charges and other amounts payable by Airline under this Agreement for the remainder of the term of this Agreement over the rentals and other amounts which are payable by such new airline under such new agreement; and

(c) City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect Landing Fees, Terminal Area Rentals, Terminal Area Use Charges and Fueling System Fees and any other amounts payable by Airline hereunder then due and thereafter to become due, or to enforce the performance and observance of any obligation, agreement or covenant of Airline under this Agreement.

#### **Section 24.03 No Remedy Exclusive.**

No remedy conferred upon or reserved to City in this Agreement shall be exclusive of any other available remedy, and each such other remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission in exercising any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy it has under this Agreement, it shall not be necessary to give any notice other than such notice as may be herein expressly required.



**Section 24.04 Agreement To Pay Attorneys' Fees And Expenses.**

In the event Airline defaults under this Agreement and City employs attorneys or incurs other expenses for the collection of Landing Fees, Terminal Area Rentals, Terminal Area Use Charges or Fueling System Fees or the enforcement or performance or observance of any obligation or agreement on the part of Airline herein contained, Airline shall, on demand, pay to City the reasonable fees and expenses of such attorneys and such other expenses so incurred by City.

*Article XXV.*

*Termination By Airline.*

**Section 25.01 Termination By Airline.**

At any time when no obligations issued pursuant to Article VIII are outstanding, and if Airline is not then in default in the payment of any amount due from it to City hereunder, Airline may terminate this Agreement by giving City sixty (60) days' advance notice upon or after the happening and during the continuance of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Airline's use of the Airport in the conduct of its Air Transportation Business, and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least ninety (90) days;

(b) The issuance of any order, rule or regulation or the taking of any action by any federal or state agency having jurisdiction with respect to the Airport, or the occurrence of any fire, other casualty, act of God or the public enemy, substantially affecting, for a period of at least ninety (90) days, Airline's use of the Airport in the conduct of its Air Transportation Business; provided, however, that none of the foregoing is due to any fault of Airline;

(c) The default by City in the performance of any covenant or agreement required to be performed by City herein, and the failure by City to remedy such default after written notice thereof has been delivered to City, unless (i) City takes prompt action to remedy such default, within a period of thirty (30) days after receipt from Airline of such notice, or (ii) in the case of any such failure which cannot with due diligence be cured within such thirty (30) day period, if City takes corrective action within the sixty (60) day period and diligently pursues such action until the failure is cured; or

(d) The substantial restriction of City's operation of the Airport by action of any federal or state agency having jurisdiction with respect thereto, and the continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport.

**Section 25.02 Certain Other Agreements Terminated Upon Termination Of This Agreement.**

Upon the termination of this Agreement, by expiration of its term or otherwise, all agreements and leases entered into between Airline and City identified on Exhibit M shall likewise be terminated, except to the extent that any such agreements have been extended by City and Airline subsequent to the Effective Date.

**Section 25.03 No Remedy Exclusive.**

No remedy conferred upon or reserved to Airline in this Agreement shall be exclusive of any other available remedy, and each such other remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission in exercising any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Airline to exercise any remedy it has under this Agreement, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

*Article XXVI.*

*Equal Opportunity.*

**Section 26.01 Equal Opportunity.**

Airline agrees that in performing under this Agreement it shall neither discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor commit an unfair employment practice.

Airline will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment

advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

Airline agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Section 26.01. Airline further agrees that this clause will be incorporated in all contracts entered into with any suppliers of materials or furnishers of services, contractors and subcontractors, and all labor organizations, which furnish skilled, unskilled and craft union skilled labor or which may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1964 -- 1965 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et seq.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1979, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1979, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1979, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1979, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60, and Part 21, Regulations of the Office of the Secretary of Transportation.

To demonstrate compliance, Airline will furnish, and will obligate its contractors and subcontractors to furnish, such reports and information as is reasonably requested by the Chicago Commission on Human Relations.

#### Section 26.02 Nondiscrimination.

This Agreement involves the use of or access to space on, over or under real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public.

Airline, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities (b) that no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (c) that Airline shall use the premises in compliance with all other requirements imposed by or pursuant to regulations of the Department of Transportation.

Section 26.03 Prohibition Against Exclusive Rights.

It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and City reserves the right to grant to others the privileges and right of conducting any one or all activities of an aeronautical nature.

Section 26.04 Nondiscrimination In Furnishing Services.

Airline agrees to furnish services on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions.

Section 26.05 Affirmative Action.

Airline assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airline assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake an affirmative action program and that they will require assurances from their organizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

*Article XXVII.*

*Miscellaneous.*

Section 27.01 Parity Of Treatment.

City shall not hereafter grant to any person engaged in the Air Transportation Business in competition with Airline any rights or privileges at the Airport of a character or on a basis more favorable to such person than those granted or available to Airline, and the effect of which is to place Airline at a competitive disadvantage.

**Section 27.02 Notices.**

All notices to City provided for herein shall be in writing and shall be sent by registered mail, postage prepaid, addressed to the Commissioner of the Department of Aviation of the City of Chicago, City Hall, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Airline, and shall be deemed given when so mailed. All notices to Airline provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Airline:

Place Air Canada, 500 Dorchester Boulevard,  
West Montreal, Quebec H22 1X5  
Attention: Real Estate Programs Manager U.S.

or to such other address as Airline may designate from time to time by notice to City, and shall be deemed given when so mailed.

**Section 27.03 Severability.**

In the event any covenant, phrase, clause, paragraph, article, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, article, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, article, section, condition or provision herein contained.

**Section 27.04 No Additional Waiver Implied By One Waiver.**

In the event any agreement contained in this Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. Section 27.05 Termination Of Certain Other Agreements On Effective Date; Amendments.

This Agreement shall supersede the 1983 Use Agreement, the 1959 Airport Use Agreement, the 1959 Terminal Lease Agreement, and any other agreement, written or oral, between City and Airline relating to the Airport, other than the Fueling System Lease Agreement at the Airport dated as of January 1, 1959, or any successor agreement, the Lockheed Fuel Services Agreement dated as of February 1, 1960, or any successor agreement, the Special Facility Use Agreement by and between Delta Air Lines, Inc. and City dated as of August 1, 1982, and those agreements set forth in Exhibit M hereto; provided, however, that any rights and obligations with regard to rentals, charges or fees paid or payable under the 1959 Airport Use Agreement and the 1959 Terminal Lease Agreement accrued as of the Effective Date shall remain in effect. Except as otherwise

expressly provided, this Agreement may be amended only in a writing signed by City and Airline.

**Section 27.06 Distribution Of Funds Upon Termination.**

All amounts remaining in the Emergency Reserve Fund and the Airport Development Fund at the termination of this Agreement and all other Airport Use Agreements shall be transferred by City into its corporate fund. All amounts remaining in any other funds created under this Agreement shall be used by City for the purposes for which such funds were created so long as the Airport is used by any Airline Party for the operation of an Air Transportation Business.

**Section 27.07 No Abatement Or Set-off.**

Airline shall not abate, suspend, postpone, set-off or discontinue any payments of Terminal Area Rentals, Terminal Area Use Charges, Landing Fees or Fueling Systems Fees which it is obligated to pay hereunder. Nothing contained in this Section 27.07 shall release City from the performance of any of its obligations under this Agreement. In the event City fails to perform any of its obligations herein contained, Airline may institute such action against City as Airline deems necessary to compel performance, so long as such action does not abrogate Airline's obligations to make such payments unless a court of competent jurisdiction determines otherwise in a final, unappealable order or in an order for which the time for appeal has elapsed and no appeal has been taken.

**Section 27.08 Provisions Relating To Special Facility Agreement.**

(a) If Airline is obligated, at any time, to make payments of interest on, premium, if any, and principal of Special Facility Revenue Bonds, then the following shall apply:

- (i) If, while any such bonds are outstanding, the agreement creating and governing such obligation of Airline (the "Special Facility Agreement") terminates or is terminated for any reason, whether or not in accordance with its terms, then this Agreement shall likewise terminate; provided, however, that nothing herein shall be deemed to terminate this Agreement if such Special Facility Agreement terminates or is terminated when no such Special Facility Revenue Bonds are outstanding; and provided further, that neither this Agreement nor any such Special Facility Agreement shall be terminated by virtue of the issuance of obligations thereunder for the refunding or refinancing of any such bonds.
- (ii) Airline's continued rights to use and occupy its Exclusive Use Premises shall be conditioned upon the performance and observance by Airline of its

covenants and agreements in the Special Facility Agreement; provided, however, that such condition shall not be deemed to be violated unless any period established in such Special Facility Agreement for curing any failure to perform or to observe such covenants and agreements has expired without such failure being cured.

(b) In the event that Airline and City are parties to a Special Facility Agreement dated prior to the date of execution of this Agreement, it is the understanding and agreement of City and Airline that City would not have demised and let any Exclusive Use Premises to Airline hereunder if Airline had not heretofore undertaken the duties and obligations required to be performed and observed by the Airline under the terms of such Special Facility Agreement.

In Witness Whereof, City has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Airline has caused this Agreement to be executed on its behalf by its \_\_\_\_\_ President and its \_\_\_\_\_ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibits "A" through "H", "J", "J-1", "K", "K-1" and "O" through "Q" attached to this Exhibit 1 printed on pages 4503 through 4551 of this Journal.]

Exhibits "I", "L", "M" and "N" read as follows:

*Exhibit "T".*

*City Of Chicago*

*1983 Chicago-O'Hare International Airport*

*General Airport Revenue Bond Ordinance*

*Adopted: \_\_\_\_\_, 1983*

*Exhibit "L".**Charging Of O. & M. Expenses And**Assignment Of Revenues To C.R.C.s***1. Charging Of O. & M. Expenses To C.R.C.s.**

Operation and Maintenance (O. & M.) Expenses are to be charged directly to C.R.C.s whenever possible. Costs which are not directly chargeable will be allocated to the C.R.C.s based on formulas enumerated herein. A summary of expenses to be charged and those to be allocated directly to C.R.C.s and those allocated to C.R.C.s by formula is shown in Table L-1.

**1.1 Costs Directly Charged To C.R.C.s.**

The following costs will be charged directly to the C.R.C.s as they are incurred:

- (1) Salaries and wages of Department of Aviation operating personnel will be charged to C.R.C.s based on daily time records of each employee.
- (2) Salaries, wages and fringe benefits of Fire Department personnel (with the exception of paramedics) assigned to the Airport will be charged to the Airfield C.R.C.
- (3) Salaries, wages and fringe benefits of Police Department personnel will be charged to individual C.R.C.s, based on the coverage afforded each C.R.C.
- (4) Costs of operating and maintaining the Ground Transportation System including energy use will be charged entirely to the Terminal Support C.R.C.
- (5) Costs of operating the shuttle bus system will be charged entirely to the Terminal Support C.R.C.
- (6) Materials and supplies will be charged to the C.R.C. in which they are used.
- (7) Engineering and professional services will be charged to specific projects identified as relating to a particular C.R.C. Services for projects not attributable to a specific C.R.C. will be considered administrative costs.



- (8) Repair and maintenance items will be charged to the C.R.C. in which each item occurs.
- (9) Costs of water pollution control will be charged directly to the Airfield C.R.C.
- (10) Administrative Expenses of City Departments other than D.O.A. which are vouchered to the Airport will be charged as vouchered.

#### 1.2 Formula Allocated Costs.

Allocated costs are those that cannot be accurately charged directly to a specified C.R.C. as they are incurred and must, therefore, be assigned to the C.R.C.s using an allocation formula basis.

- (1) Fringe benefits (workmen's compensation, pensions, etc.) will be allocated to the C.R.C.s in proportion to the salaries and wages of the assigned Department of Aviation operating personnel.
- (2) Salaries, wages and fringe benefits of Fire Department paramedics will be allocated to the Terminal Area C.R.C. and the International Terminal C.R.C. Allocation between the two C.R.C.s will be based on the pro rata share of enplaned passengers in each C.R.C.
- (3) Costs of operating and maintaining vehicles including fuel will be allocated based on vehicle utilization. A record will be maintained of the vehicles assigned for use by each C.R.C.
- (4) Electricity costs will be allocated as follows:
  - 15 percent to the Airfield C.R.C. for runway and taxiway lighting.
  - 65 percent to the Terminal Area C.R.C. and the International Terminal C.R.C. for lighting and running equipment in the terminal buildings. Allocation between the two C.R.C.s will be based on the pro rata share of square footage of terminal space in each C.R.C.
  - 25 percent to the Terminal Support C.R.C. for parking lot and roadway lighting. (Note: Ground Transportation System costs are charged in item 1.1(4).)
  - All service provided all other airport tenants will be metered separately and directly reimbursed to the appropriate C.R.C. No Land Support Area electricity usage will be charged as an airport cost.

- (5) Water and sewage costs will be allocated to the Terminal Area C.R.C. and International Terminal C.R.C. based on the pro rata shares of enplaned passengers in each C.R.C. Water and sewage services provided all other airport tenants will be metered and directly reimbursed to the appropriate C.R.C.
- (6) Costs of repair, maintenance and operation, including fuel, of the heating and refrigeration plant will be allocated to the Terminal Area C.R.C. and the International Terminal C.R.C. based on the pro rata share of square footage of terminal space in each C.R.C. Central H.V.A.C. service provided all other airport tenants will be metered and directly reimbursed to the appropriate C.R.C.
- (7) Costs of operating and maintaining the public address system will be allocated to the Terminal Area C.R.C. and International Terminal C.R.C. based on the pro rata share of enplaned passengers in each C.R.C.

### 1.3 Administrative Costs.

Administrative (overhead) expenses are those costs which are not directly attributable to specific C.R.C.s. The share of administrative expenses allocated to each C.R.C. will equal the proportion of total costs of each C.R.C. to the total costs of all C.R.C.s for the previous Fiscal Year. Administrative costs will include, but not be limited to, the following:

- (1) Salaries, wages and fringe benefits of D.O.A. administrative staff.
- (2) Salaries, wages and fringe benefits of assigned staff from Corporate Counsel, Comptroller, and other City departments.
- (3) Trustee Fees.
- (4) Insurance.
- (5) Communications.
- (6) Travel.
- (7) Other D.O.A. administrative expenses.
- (8) Non-vouchered other expenses from other City departments.
- (9) Engineering and professional service fees not capitalized.

- (10) Computer services and office equipment rentals and fees.

**2. Assignment Of Revenues To C.R.C.s.**

Revenues are to be assigned directly to C.R.C.s whenever possible, based primarily on the physical location (the actual monetary transaction may occur in a different C.R.C.) of the source of the revenue. Revenues from all sources located within each C.R.C. will be assigned directly to that C.R.C. All Revenues which cannot be directly assigned will be allocated to the C.R.C.s based on the formulas enumerated herein.

**2.1 Revenues Directly Assigned To C.R.C.s:**

- (1) The following Revenues and all similar Revenues will be assigned to the Airfield C.R.C.:
- Non-Airline Party Landing Fees
  - General Aviation Landing Fees
  - Aircraft Tie-down Fees
  - Ramp Fees (if any)
  - Airfield Use Surcharges
- (2) The following Revenues will be assigned to the Terminal Area C.R.C.:
- Building Space Rentals (including utility reimbursement)
  - Revenues from concessions (including utility reimbursement) located in the Terminal Area buildings (see 2.3)
- (3) The following Revenues will be assigned to the International Terminal C.R.C.:
- Building Space Rentals (including utility reimbursement)
  - Federal Inspection Service Facility Use Fees

- Revenues from concessions (including utility reimbursement) located in International Terminal Area buildings (see 2.3)

(4) The following Revenues will be assigned to the Terminal Support C.R.C.:

- Automobile Parking Fees
- Automobile/Truck Rentals
- Hilton Hotel (including utility reimbursement) Rentals
- Limousine and Bus Fees
- Other Ground Transportation Fees (if applicable)
- Employee Parking Lot Fees

(5) The following Revenues, if located and generated in the Land Support C.R.C., will be assigned to the Land Support C.R.C.:

- Hangar Rentals
- Tank Farm Rentals
- Air Cargo Building(s) Rentals
- Land Rentals
- Building Space Rentals
- F.B.O. Rentals, Concessions and Fuel Flowage Fees
- Flight Kitchen Rentals and Concessions

## 2.2 Revenues Allocated To C.R.C.s:

- (1) Interest income will be allocated to, and within, the C.R.C.s in accordance with the terms of the Airport Use Agreement.
- (2) Reimbursement for security services will be allocated to the Terminal Area C.R.C. and the International Terminal C.R.C. based on the pro rata share of Enplaned Passengers in each C.R.C.

- (3) Grants, contributions, sale of assets and sale of rights will be assigned directly to the C.R.C.s when identifiable. For those items which cannot be identified with a C.R.C., the allocation to C.R.C.s will be based on the proportion of total assets in each C.R.C.

### 2.3 Terminal Concession Revenues.

Rentals and fees from the following terminal concessions will be assigned directly to the Terminal Area C.R.C. and the International Terminal C.R.C. based on building location:

- Food and Drink
- News and Gifts
- Drug Store
- Display Advertising
- Telephone
- Insurance
- Parcel Lockers
- Observation Deck (Entry Fee and Telescopes)
- Candy Shop
- Heel Bar and Valet
- Barber Shop
- Currency Exchange
- Duty Free Shop
- Baggage Carts
- All other terminal concessions

Table L-1

## C.R.C. O. &amp; M. Expense Charge Summary.

	Cost Revenue Centers				
	Airfield	Terminal Area	Int'l. Terminal	Terminal Support	Land Support
<b>Direct Charge:</b>					
-- D.O.A. Operating	X	X	X	X	X
-- Fire Department (except paramedics)	X	X	X	X	X
-- Police Department	X	X	X	X	X
-- Ground Transportation System				X	
-- Shuttle Bus System				X	
-- Materials and Supplies	X	X	X	X	X
-- Engineering/Professional Services	X	X	X	X	X
-- Repairs and Maintenance	X	X	X	X	X
-- Water Pollution Control	X				X
-- Administrative -- Vouchered	X	X	X	X	X
<b>Allocated By Formula:</b>					
-- Fringe Benefits	X	X	X	X	X

	Airfield	Terminal Area	Int'l. Terminal	Terminal Support	Land Support
-- Fire Department (paramedics)		X	X		
-- Vehicles and Fuel	X	X	X	X	X
-- Electricity	X	X	X	X	
-- Water/Sewage	X	X	X	X	
-- H. & R. Plant		X	X		
-- P.A. System		X	X		
-- Administrative -- D.O.A.	X	X	X	X	X

X -- indicates that all or part of the cost is applicable to that C.R.C.

*Exhibit "M".*

Intentionally Blank

*Exhibit "N".**Operation And Maintenance Responsibilities.*

## I. Terminal Area.

## 1. Exterior And Structure.

## Airline Responsibility:

- Loading Bridges -- All services, including operation, maintenance, repair and cleaning
- Aircraft gates without loading bridges -- All pedestrian-related services, including marking of walkways, sweeping and trash collection, and snow and ice removal

## City Responsibility -- All other services, including without limitation:

- Structural and roof maintenance and repair
- Manual and automatic door maintenance
- Exterior lighting -- operation and maintenance
- Signage
- Perimeter wall, glass cleaning and replacement, interior and exterior
- Landscaping maintenance and policing
- Walkways and curbfront
  
- Policing, sweeping and trash collection, including removal of gum, oil spots, and spills
- Snow and ice removal, including the use of chemical melting agents when required



- Security, law enforcement, fire protection, and emergency medical service

2. Interior.

**Airline Responsibility -- Within Exclusive Use Premises:**

- Plumbing -- Repair, maintenance, and cleaning of Airline-installed devices.
- Electrical:
- Lamp and ballast replacement
- Cleaning of fixtures
- Repair, maintenance, and cleaning of Airline-installed devices
- Cost of electrical power, hot and cold water, and other building utility use, determined by estimate or metering. Uses other than normal building functions shall be metered and paid by Airline (Airline to pay cost of meter installation).

**H.V.A.C. -- cleaning of diffusers, grates, et cetera, which provide final delivery and return of conditioned air.**

**Glass Breakage -- replacement of any breakage within the Exclusive Use Premises. Perimeter wall glass to be replaced by City per N-6.**

**Communications Systems -- operation, maintenance, repair and cleaning of dedicating systems installed by Airline for its sole use or use in common with other tenants, such as public address, telephone and radio services, and flight information display systems.**

**Passenger Loading Bridges -- operation, maintenance and cleaning. Cleaning to include:**

- Sweep, spot clean and shampoo carpeting as required
- Dust, wipe/wash interior surfaces

- Clean windows

**Maintenance To Include:**

- Doors, safety devices, warning systems
- Mechanical positioning equipment and controls
- Docking lights and devices
- Any aircraft support equipment attached to loading bridges, such as electrical power and communications.

**Custodial Services**

- Policing of passenger hold areas and bag claim area, including emptying of ashtrays and trash containers as required.
- Damp mop, scrub, strip, wax, and/or seal terrazzo or tile floors on a regular basis.
- Vacuum, spot clean, and shampoo carpeted areas on a regular basis.
- Dust, damp wipe, and wash furniture, railings, window sills, walls, ceilings, ashtrays, trash containers, counters and fixtures on a regular basis.
- Clean and polish all metal surfaces on furniture, fixtures and equipment.
- Wash interior windows and glass partitions.
- Removal of Airline trash from custodial activity in Exclusive Use Premises and from Aircraft.

**Locks, keys and key control**

**Interior Decorating -- Provision, installation, and maintenance of all furnishings (including seats, tables, counters, closets, etc.), wall coverings, floor finishes, window coverage (draperies, etc.), authorized signage and logos, and related items not included in the primary construction of the facility.**

**Mechanical Systems -- Operation, maintenance and repair of all mechanical systems -- Baggage Systems (outbound and inbound), bag claim facilities -- conveyors, carousels, delivery tracks, etc. -- manual and automatic doors -- escalators and elevators.**

**Passenger screening**

**City Responsibility:**

**Plumbing -- All services except as noted for Airline, and including:**

- **Operation, maintenance, and repair of hot and cold domestic potable water service throughout the Terminal Area.**
- **Maintenance and repair of drainage and sewage systems throughout the Terminal Area.**
- **Maintenance and repair of plumbing fixtures, including restroom fixtures, drinking fountains, and janitorial sinks in Public Use Premises.**
- **Maintenance and repair of fire suppression (sprinkler) systems.**

**Electrical -- All services except as noted for Airline, and including maintenance and repair of all aspects of the electrical distribution systems, including meters, wiring, distribution and circuit protection boxes, outlets, primary lighting fixtures and outlets installed included in primary construction of the facility.**

**Heating, Ventilating and Air-Conditioning -- Operation and maintenance of all services, except as noted for Airline, including:**

- **High temperature and chilled water generation and distribution**
- **Heat exchangers**
- **Air handling units, including filter changing and coil cleaning**
- **Ducting**
- **Controls**

**Glass Breakage -- Replacement of broken glass in Public Use Premises.**

Communications Systems -- Complete maintenance of all systems used in common throughout the Terminal Area, such as alarm systems and common user communication and public address systems.

Custodial Services -- Provide facilities for trash disposal for non-Airline Party Terminal Area tenants and provide complete custodial services in all Public Use Premises, to include without limitation: restrooms; elevators; escalators; circulation space in ticketing, baggage claims, and public waiting areas; public telephones; drinking fountains; vestibules; corridors, stairwells and other amenities available to the general public. Functions to include:

- Policing and trash removal from all public facilities.
- Floor cleaning, with regularly scheduled vacuuming, spot cleaning, shampooing, sweeping, scrubbing, mopping, stripping, waxing and/or sealing, as appropriate.
- Wall, ceiling, partition, and fixture cleaning, including dusting, spot cleaning, washing and polishing metal surfaces.
- Washing interior and exterior windows and glass partitions within Public Use Premises.
- Telephone and restroom sanitizing, including all fixtures.
- Restroom stocking, including soap, paper products and sanitary napkins.

Locks, keys and key control, except as specified for Airline.

Repair and maintenance of people movers (elevators, escalators, moving sidewalks, horizontal moving devices, transit systems) located in Public Use Premises (except as provided in footnote 7 on page 9).

Security, law enforcement, and fire protection, and emergency medical services.

## II. Terminal Support Area.

**Airline Responsibility:**

None.

**City Responsibility:****Roadways and Pedestrian Walkways -- Maintenance, repair and cleaning.**

- Signage
- Sweeping and trash removal
- Snow and ice control
- Pavement, curb and drainage system maintenance

**Parking Facilities -- Operation, maintenance, repair and cleaning.**

- Revenue collection
- Signage and traffic control, including pavement marking and signal lights
- Shuttle bus service (remote public parking only)
- Sweeping and scrubbing of pavements and trash removal
- Policing and trash removal
- Snow and ice control
- Utility systems (plumbing, electrical, H.V.A.C.)
- Environmental monitoring (carbon monoxide) in parking structure
- Revenue related equipment, including ticket spitters and entrance gates, cash collection control equipment and exit gates
- Lighting
- Structural, pavement, and drainage system repair and maintenance

**Mechanical passenger movement systems, including elevators, escalators, moving sidewalks and transit systems -- operation, repair, maintenance and cleaning.**

- Lighting and utility systems (electrical, plumbing, drainage, H.V.A.C.)

- Signage
- Communications, alarm and safety systems
- Maintenance of equipment in accordance with manufacturer's recommendations
- Cleaning of all equipment and related facilities, including sweeping, mopping, waxing, dusting, glass cleaning, metal polishing and trash removal
- Snow and ice control

#### Landscaping.

- Mowing
- Trimming
- Policing/trash removal

Security, law enforcement, fire protection and emergency medical services.

Utility Systems (H & R Plant and Associated Systems). Operation, repair, maintenance and cleaning, including:

- Generation and distribution of high and low temperature water
- Control and storage of potable and fire water supplies, including pumping, testing and chlorination

### III. Airfield.

#### Airline Responsibility:

Passenger terminal apron areas associated with airline gates.

- Pavement markings for aircraft docking, ground support equipment, parking, passenger walkways and aircraft limit lines

- Sweeping, cleaning, and trash removal on pavement areas occupied by airline loading bridges and ground support equipment

Aircraft fueling systems operation, maintenance and repair.

**City Responsibility -- Operation, maintenance, repair and cleaning, except as specified for airline:**

**Pavements (runways, taxiways, aircraft parking areas, aprons, ramps and roadways).**

- Sweeping
- Maintenance and repair
- Snow and ice control

**Lighting.**

- Airfield system (runways, taxiways, obstructions, etc.)
- Roadways
- Passenger terminal aprons
- Support and back-up systems (lighting vaults, emergency generators, etc.) and associated wiring, fixtures and equipment

**Airfield mowing, policing and trash removal.**

**Drainage, including management and control of runoff from the airport.**

**Perimeter fencing and access control.**

**Pavement marking and signage.**

**Security, law enforcement, crash-fire-rescue services and emergency medical services.**

## Summary Of Airport Operations And Maintenance Responsibilities.

	Exclusive Use Premises	Public Use Premises	Terminal Support Area	Airfield
Structures and Building Exteriors	C	C	C	C
Loading Bridges	A	--	--	--
Landscaping	--	C	C	C
Walkways and Roadways	--	C	C	C
Security, Law Enforcement, Fire Protection, Emergency Medical Services	C	C	C	C
Plumbing Drainage	<u>A1/</u>	C	C	C
Electrical Service and Lighting	<u>A1/</u>	C	C	C
H.V.A.C.	<u>A2/</u>	C	C	C
Glass Breakage	A	C	C	C
Communications Systems	<u>A3/</u>	C	C	C

---

Key: A = Airline

C = City

1/ Airline--installed devices and lamp/ballast replacement.

2/ Cleaning of grates and diffusers only.

3/ Exclusive/joint use systems installed by Airline.



	Exclusive Use Premises	Public Use Premises	Terminal Support Area	Airfield
Custodial Service, including Trash Removal	A	C	C	C
Locks, Keys, Key Control	A	C	C	C
Interior Decorating	A	C	C	C
Baggage Handling Systems	A	--	--	--
People Movers (elevators, escalators, moving sidewalks, horizontal moving devices, transit systems)	A <sup>5/</sup>	C <sup>6/</sup>	C	--
Signage	A	C	C	C
Airfield Pavements	A <sup>4/</sup>	C	--	C
Auto Parking Facilities	--	--	C	--
Aircraft Fueling System	--	--	--	A

---

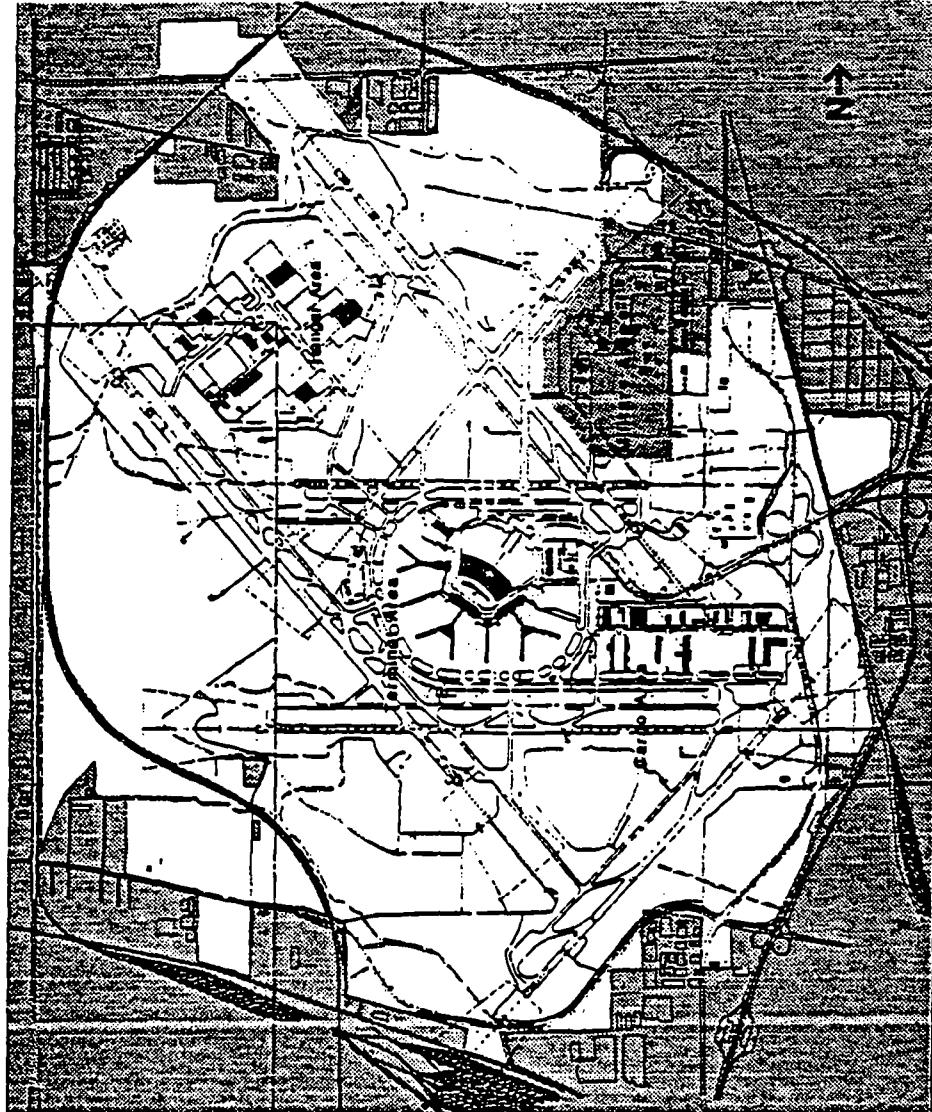
Key: A = Airline

C = City

<sup>4/</sup> Pavement marking and cleaning at apron gates.

<sup>5/</sup> Airline shall maintain and operate escalators, moving sidewalks and horizontal moving devices within Airline's Exclusive Use Premises.

<sup>6/</sup> Any moving sidewalk or horizontal moving device which is deemed, pursuant to Section 9.03(c) of the Agreement to which this Exhibit N is attached, to be a tenant improvement of an Airline Party shall be maintained and operated by such Airline Party or by City at such Airline Party's expense.



12.7.82

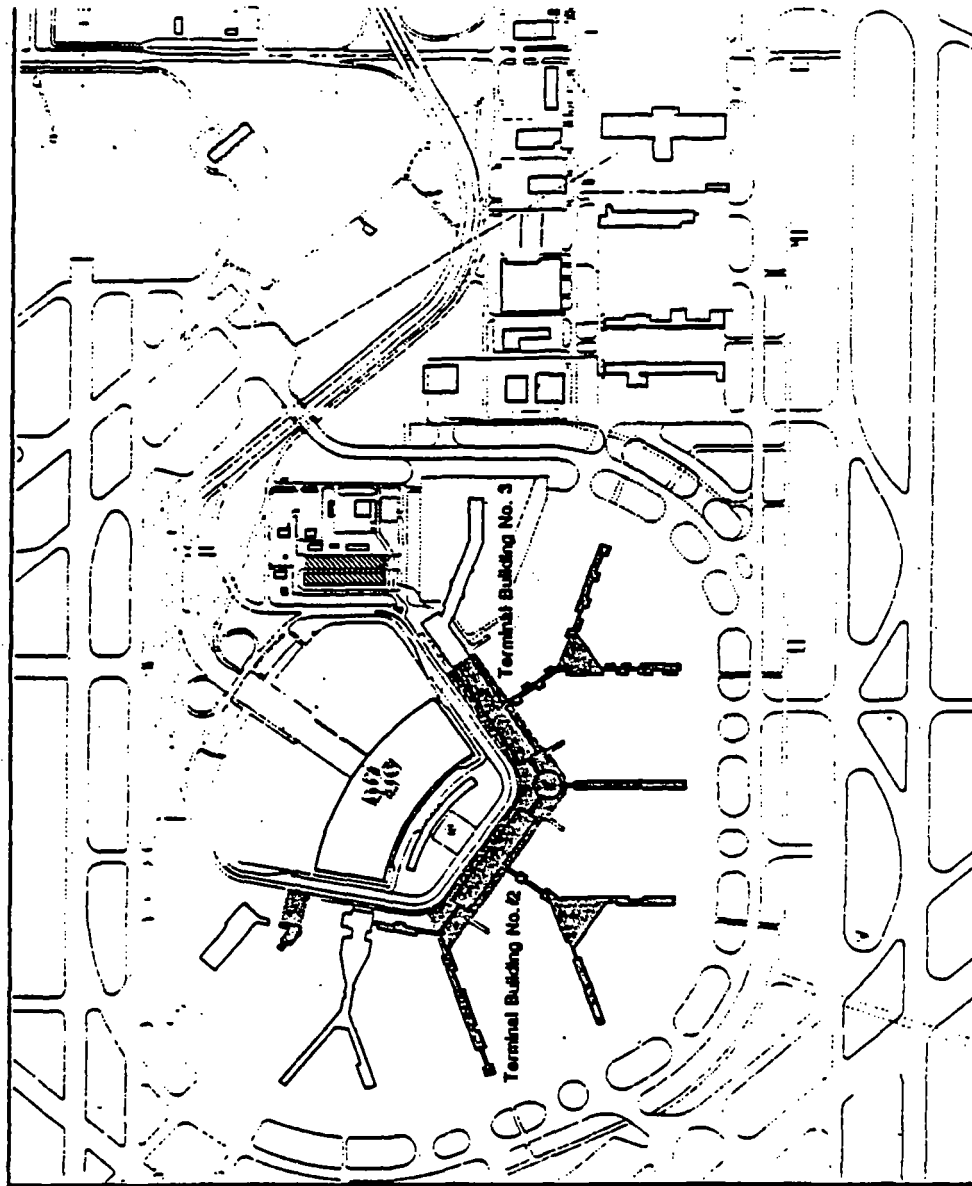
Sheet A

CHICAGO O'HARE INTERNATIONAL AIRPORT  
EXISTING CONDITIONS

CHICAGO ASSOCIATES  
LANDPLANNING ARCHITECTS  
1100 N. LAKE STREET, CHICAGO, ILL. 60611

CHICAGO O'HARE INTERNATIONAL AIRPORT  
City of Chicago  
1100 N. LAKE STREET, CHICAGO, ILL. 60611





12.7.82

Terminal Area

Share With International Terminal Area

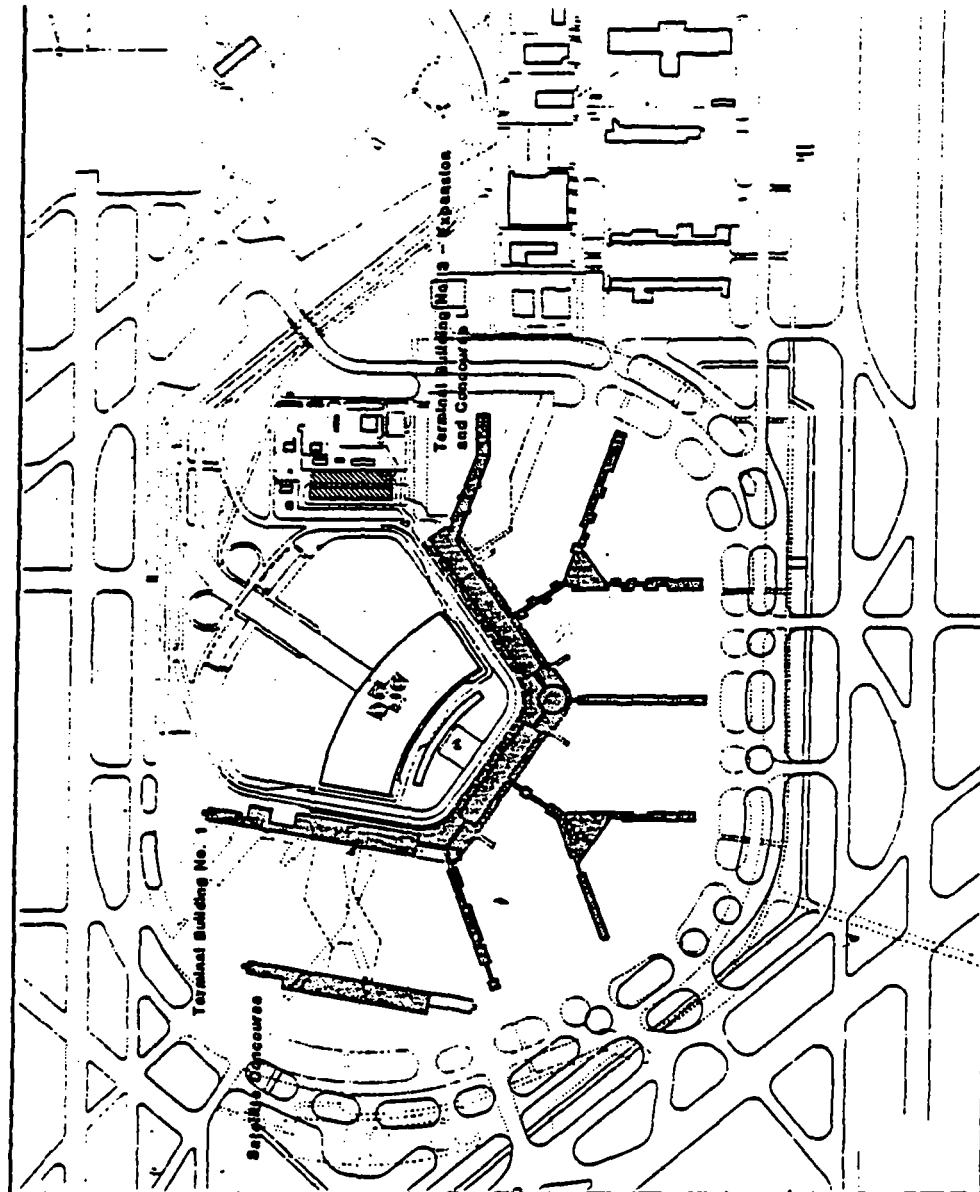
Share With International Terminal Area

C1

TERMINAL AREA - PHASE I

CH-APLE ASSOCIATES  
LANDPLANNING ARCHITECTS  
A Limited Company

CHICAGO O'HARE INTERNATIONAL AIRPORT  
James P. O'Hare  
City of Chicago



12.7.82

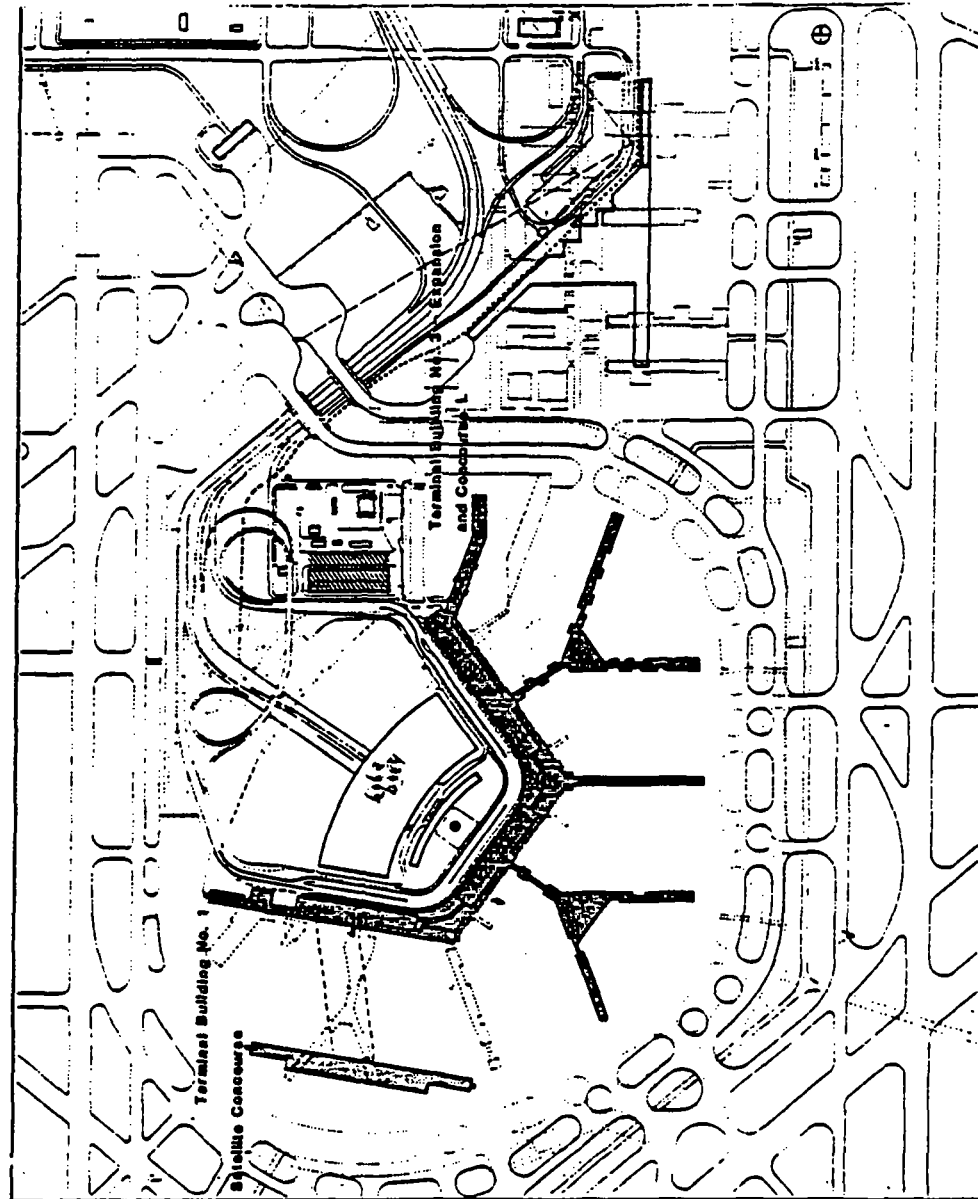
 Terminal Area  
 Share With International Terminal Area

C2

TERMINAL AREA - PHASE II

CHARG ASSOCIATES  
 LANDRUM & BIRDWYN  
Architects

**CHICAGO O'HARE INTERNATIONAL AIRPORT**  
City of Chicago  
June 14, 1989  
Thames & Hudson  
Department of Planning  
Division of Public Works



12.7.82



Terminal Area

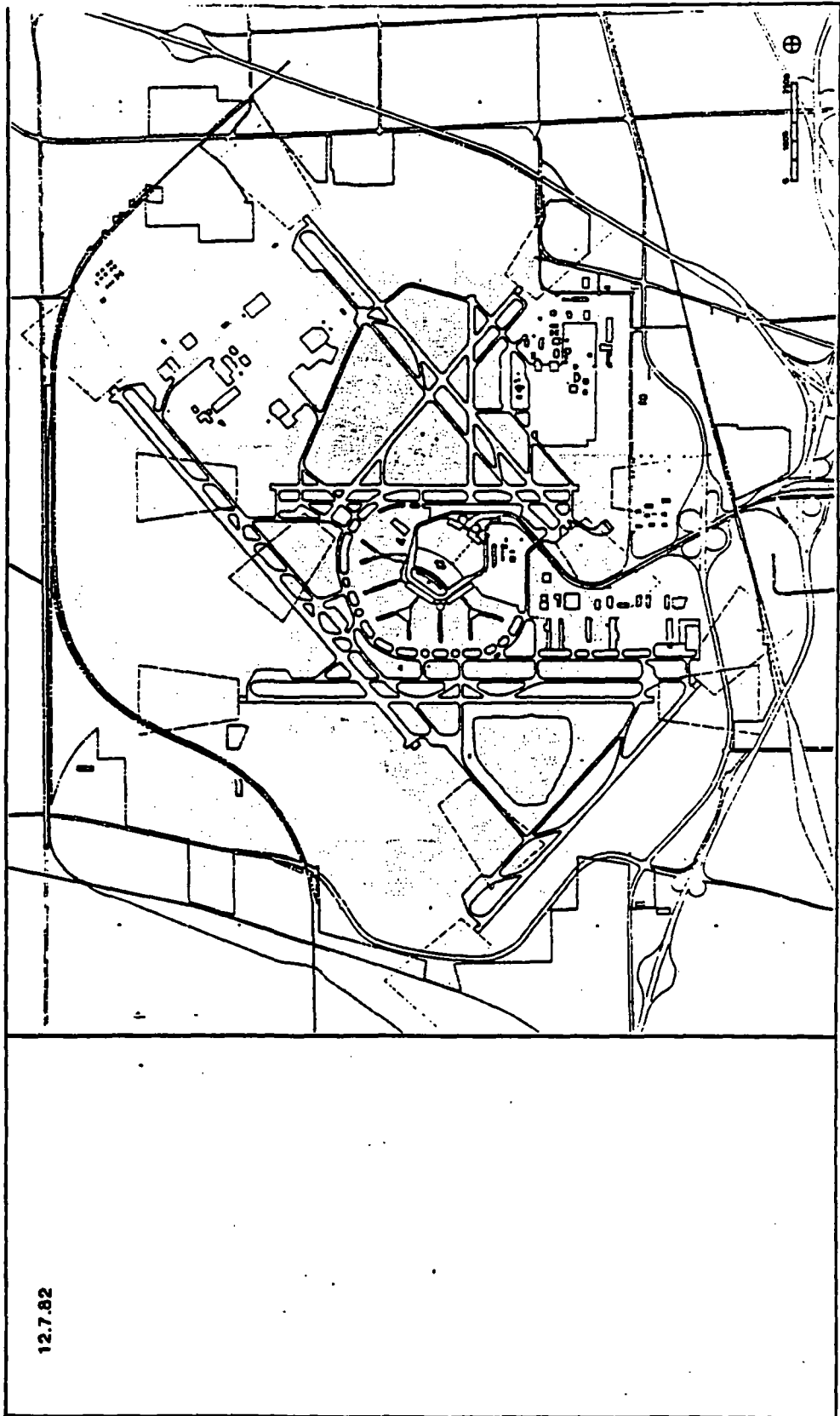


Share With International Terminal Area

**CHICAGO O'HARE INTERNATIONAL AIRPORT**  
 City of Chicago  
 James M. Thompson, Mayor  
 Terminal Building, Construction of Terminal Building and Satellite Concourse  
 CHARGE ASSOCIATES  
 LANDRUM & BROWN  
 Architects/Engineers

TERMINAL AREA - PHASE II

C3



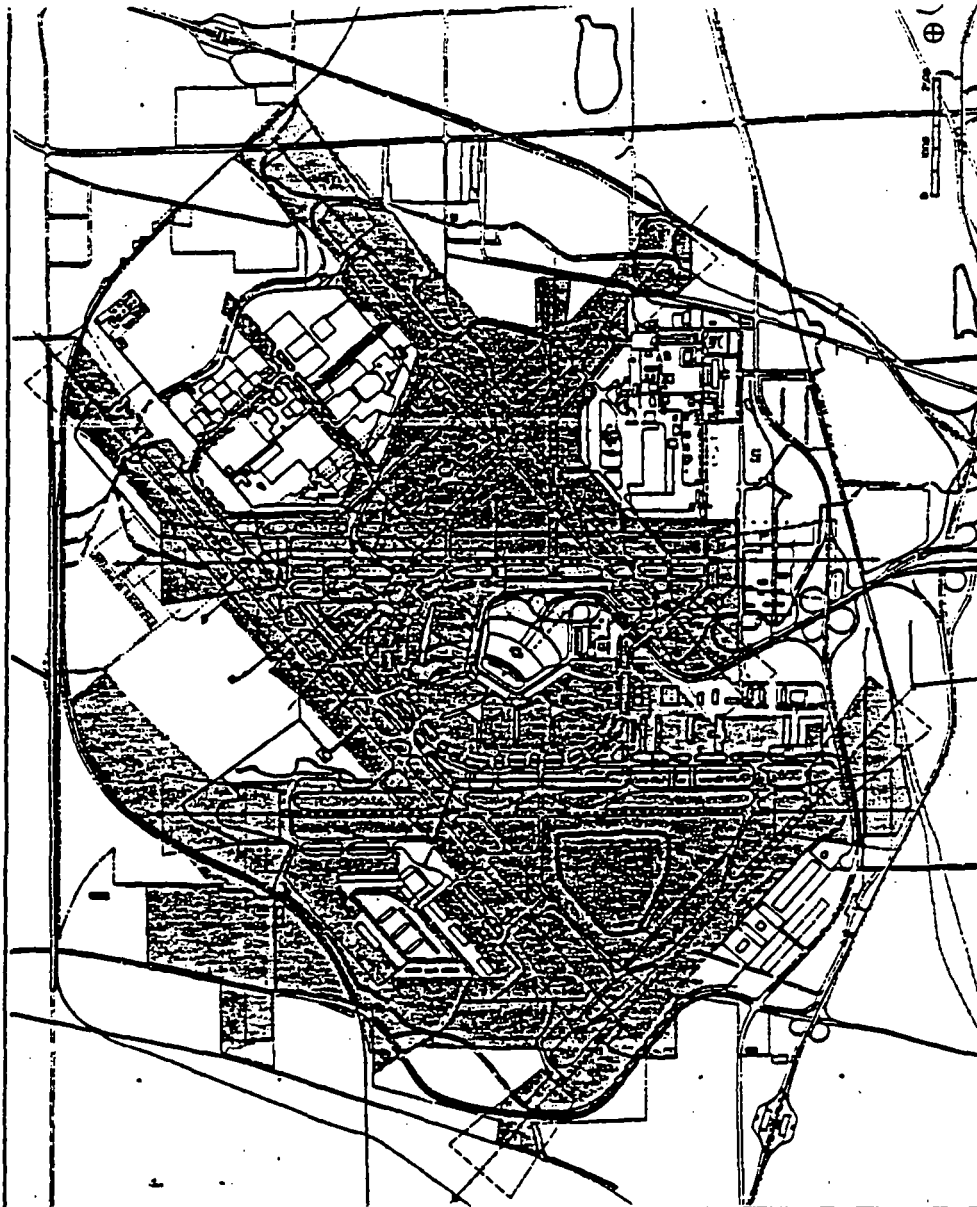
12.7.82

Sheet  
D1

AIRFIELD AREA - PHASE I

OHARE ASSOCIATES  
ARCHITECTS AND ENGINEERS  
LANDPLUM & BROWN  
ARCHITECTS

CHICAGO O'HARE INTERNATIONAL AIRPORT  
City of Chicago  
James M. (Hyland) Board  
1100 North Dearborn Street, Suite 1000  
Chicago, Illinois 60610



12.7.82

LINE D2

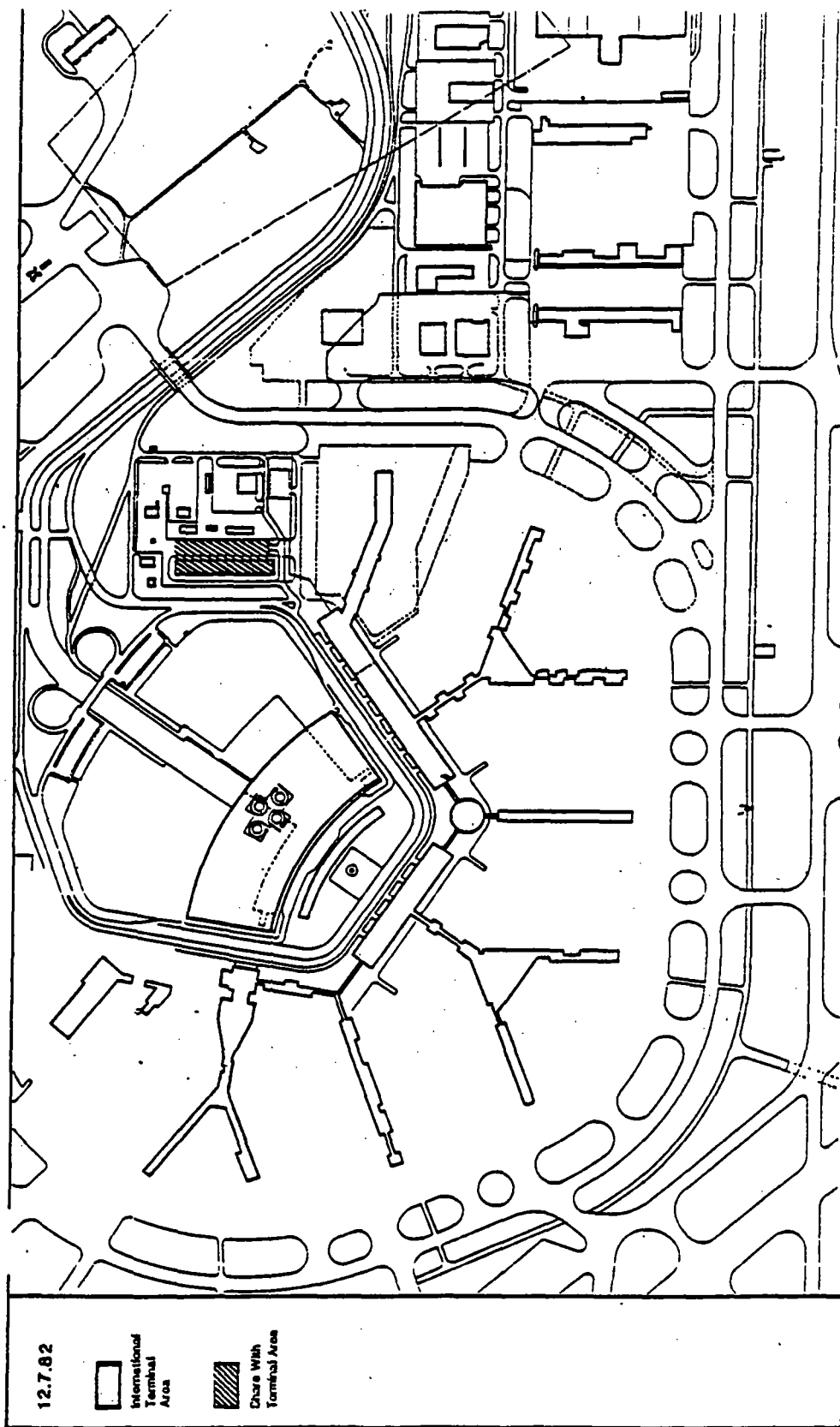
AIRFIELD AREA - PHASE II

CHARE ASSOCIATES  
LANDPLANNING & DESIGN

CHICAGO O'HARE INTERNATIONAL AIRPORT  
City of Chicago  
James M. Spillane, Director  
Thomas J. Harbo, Commissioner of Public Works  
James B. Baker, Commissioner of Public Works







12.7.82

International Terminal Area

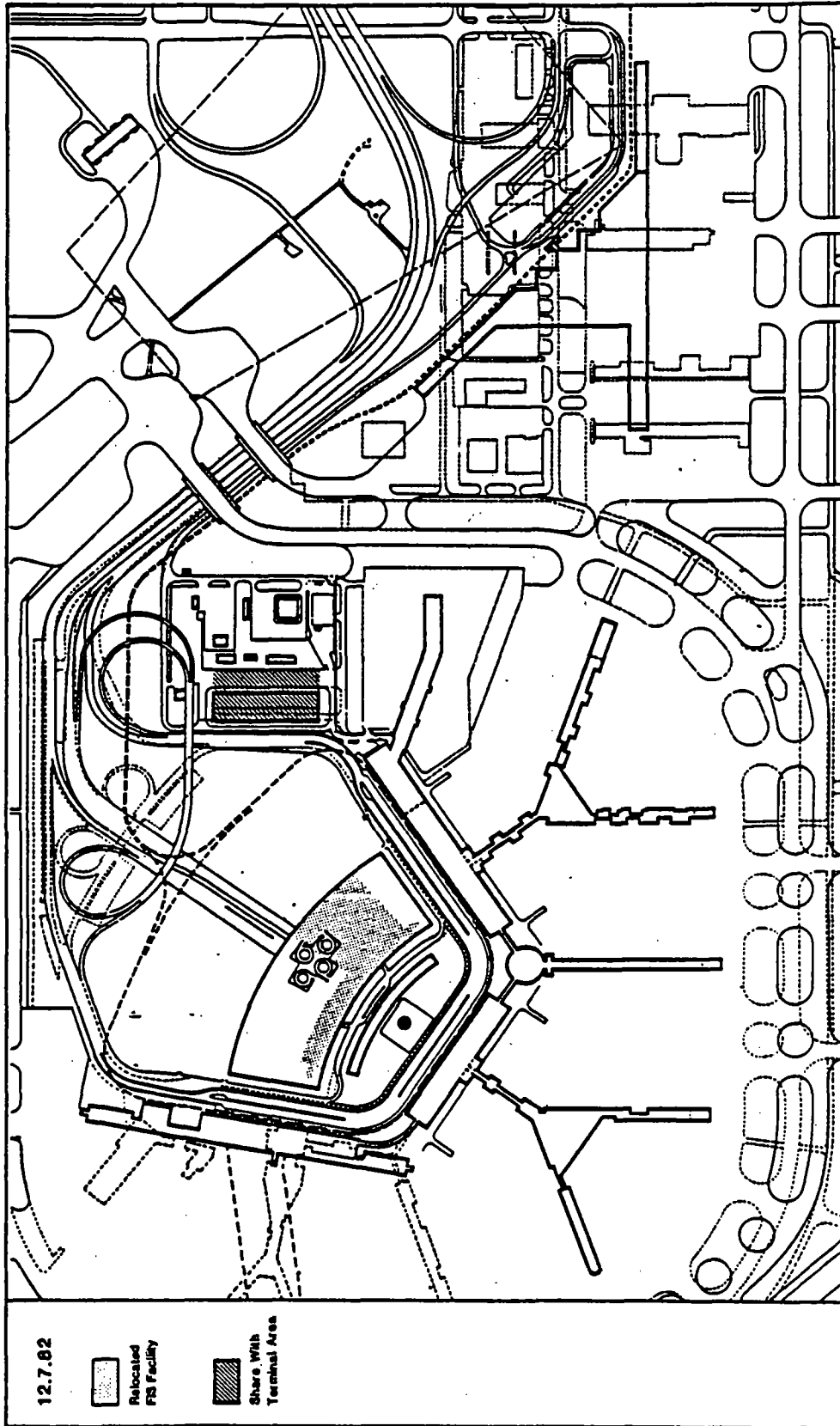
Chare With Terminal Area

CHICAGO O'HARE INTERNATIONAL AIRPORT  
City of Chicago James M. Thompson, Commissioner of Public Works, James B. Muller, Commissioner of Public Works

O'HARE ASSOCIATES  
LANDPLANNING ARCHITECTS  
A Limited Liability Partnership

INTERNATIONAL TERMINAL AREA - PHASE I

E1



12.7.82



Relocated FS Facility



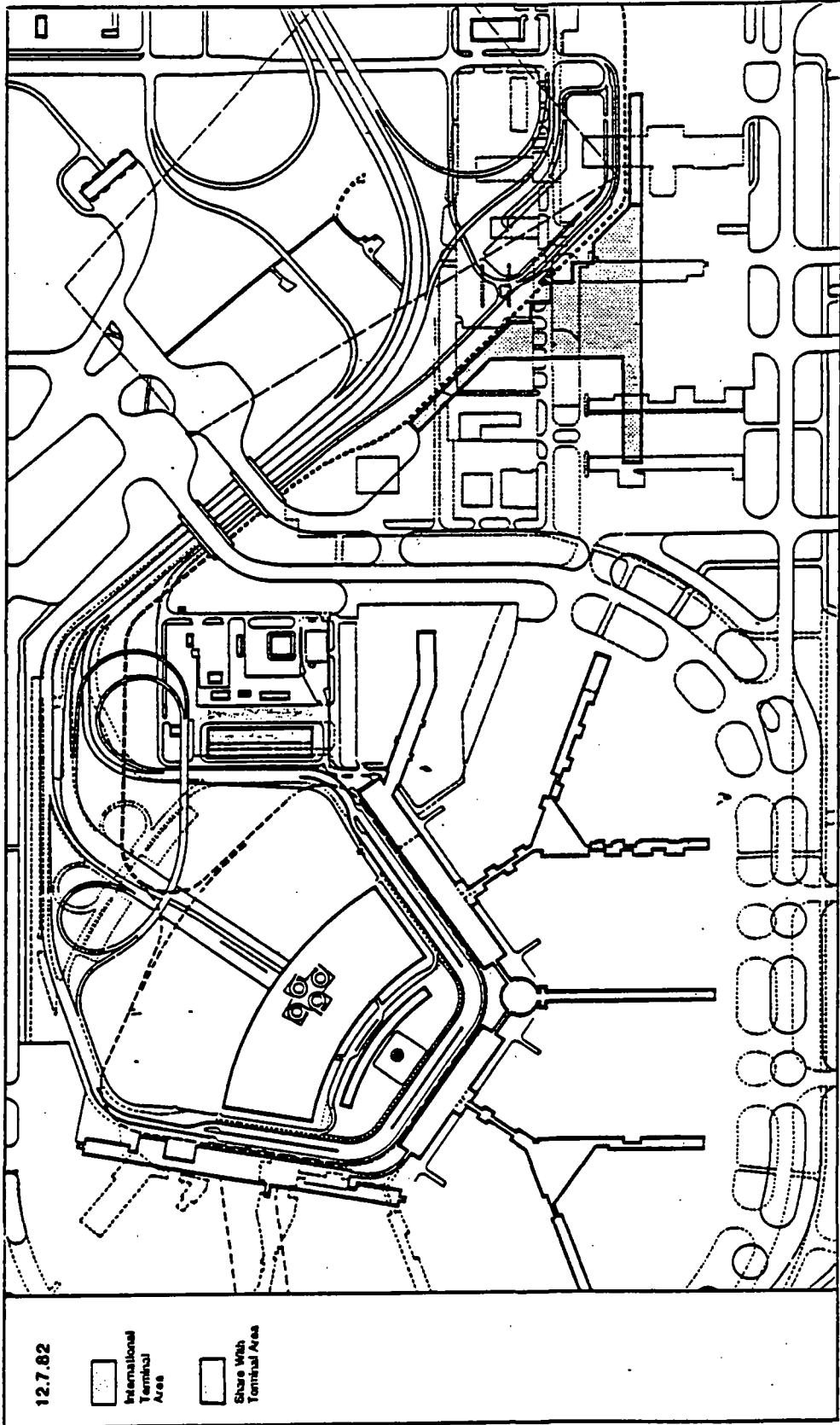
Share With Terminal Area

CHICAGO O'HARE INTERNATIONAL AIRPORT

CHARRIS ASSOCIATES  
LANDPLANNING & DESIGN

INTERNATIONAL TERMINAL AREA - PHASE II

E 2



12.7.82

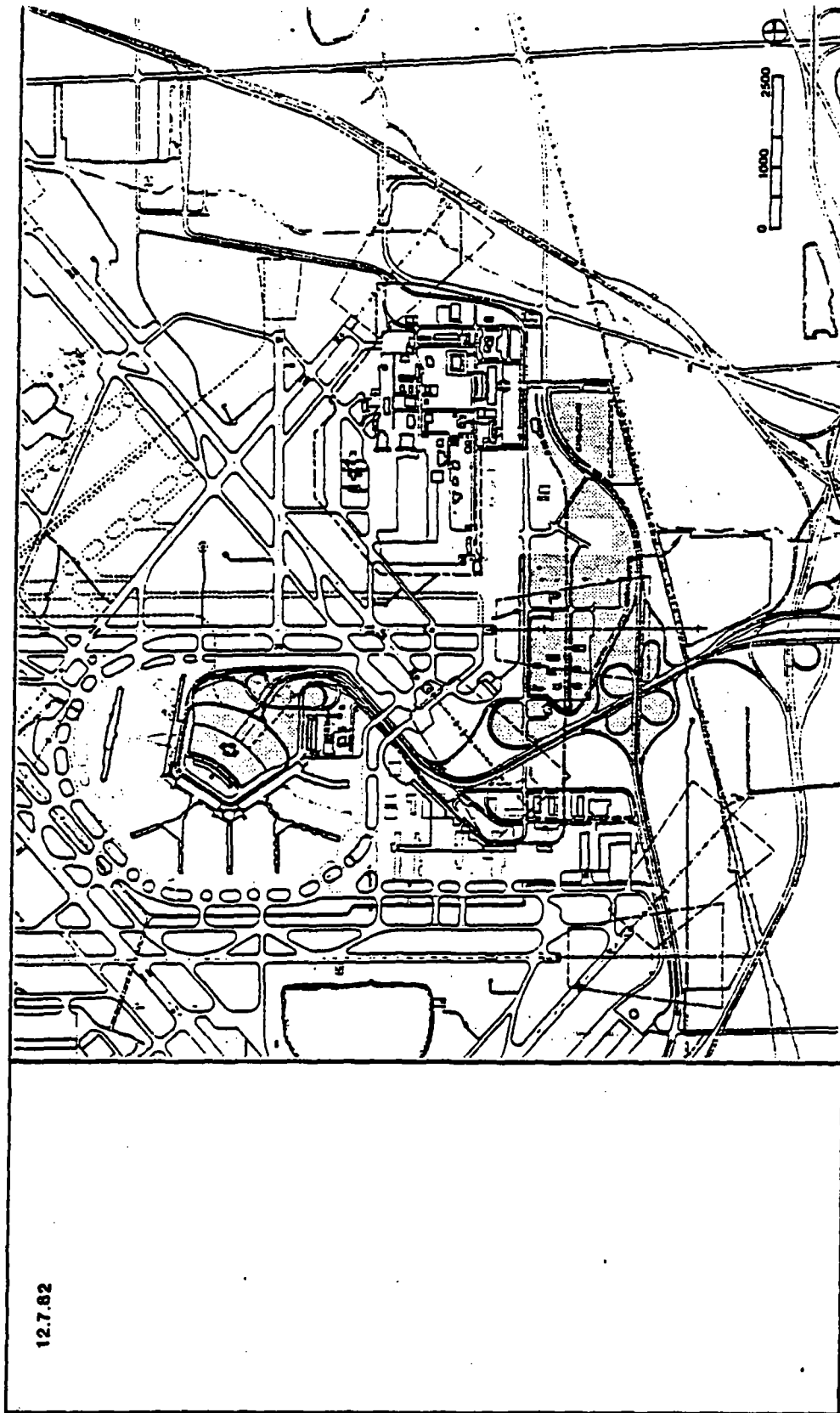
International Terminal Area  
 Share With Terminal Area

Sheet E3

INTERNATIONAL TERMINAL AREA - PHASE III

O'HARE ASSOCIATES  
LANDRUM & BROWN

**CHICAGO O'HARE INTERNATIONAL AIRPORT**  
 Illinois Department of Transportation  
 City of Chicago



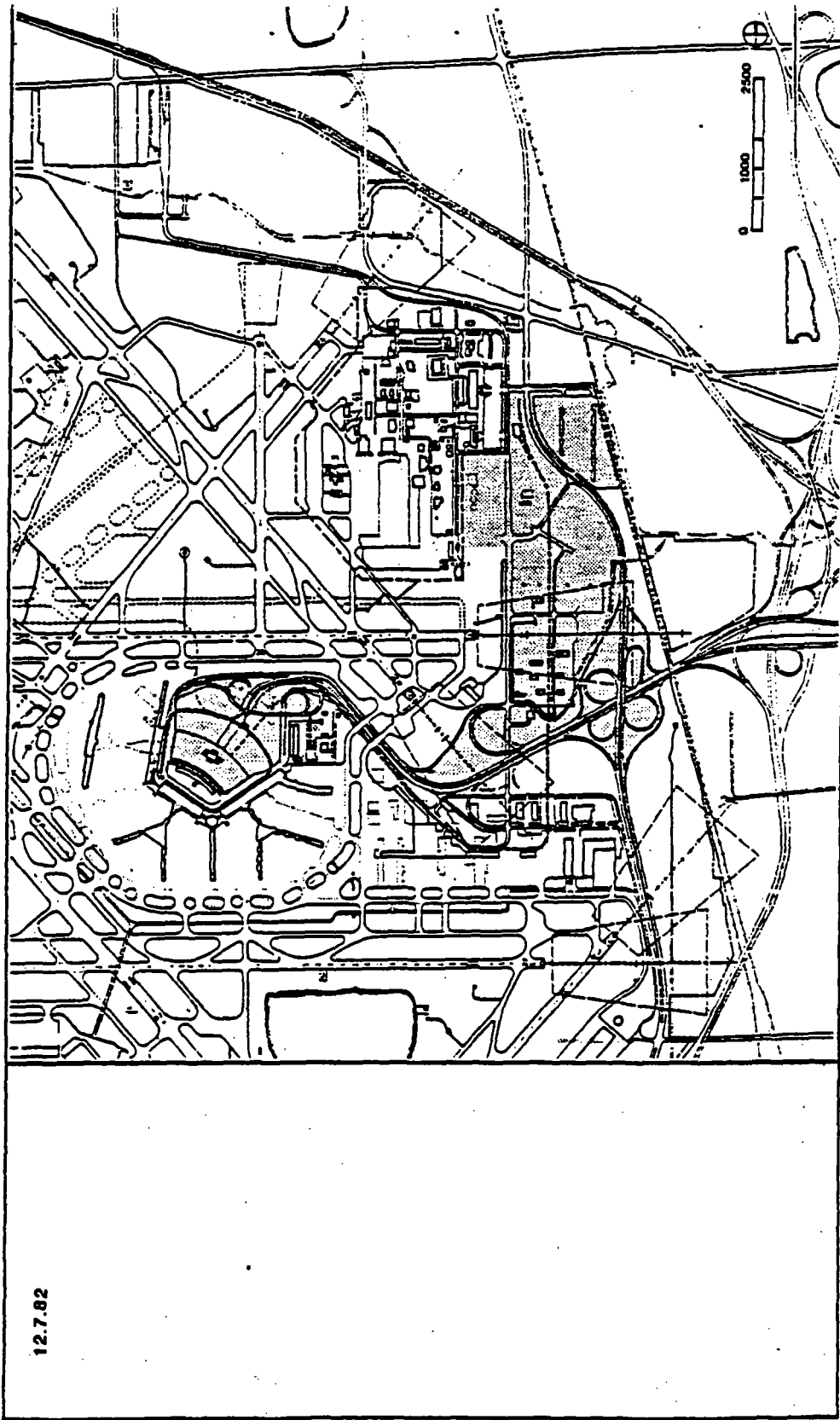
12.7.82

**CHICAGO O'HARE INTERNATIONAL AIRPORT**  
 City of Chicago  
 James M. Uhlir, Mayor  
 Thomas R. Spillane, Commissioner of Public Works  
 Anthony G. Bader, Commissioner of Public Works

**O'HARE ASSOCIATES**  
 ARCHITECTS AND PLANNERS  
 LAND PLANNING & DESIGN  
 1000 N. LAUREL STREET  
 CHICAGO, ILLINOIS 60610

TERMINAL SUPPORT AREA - PHASE I

F1



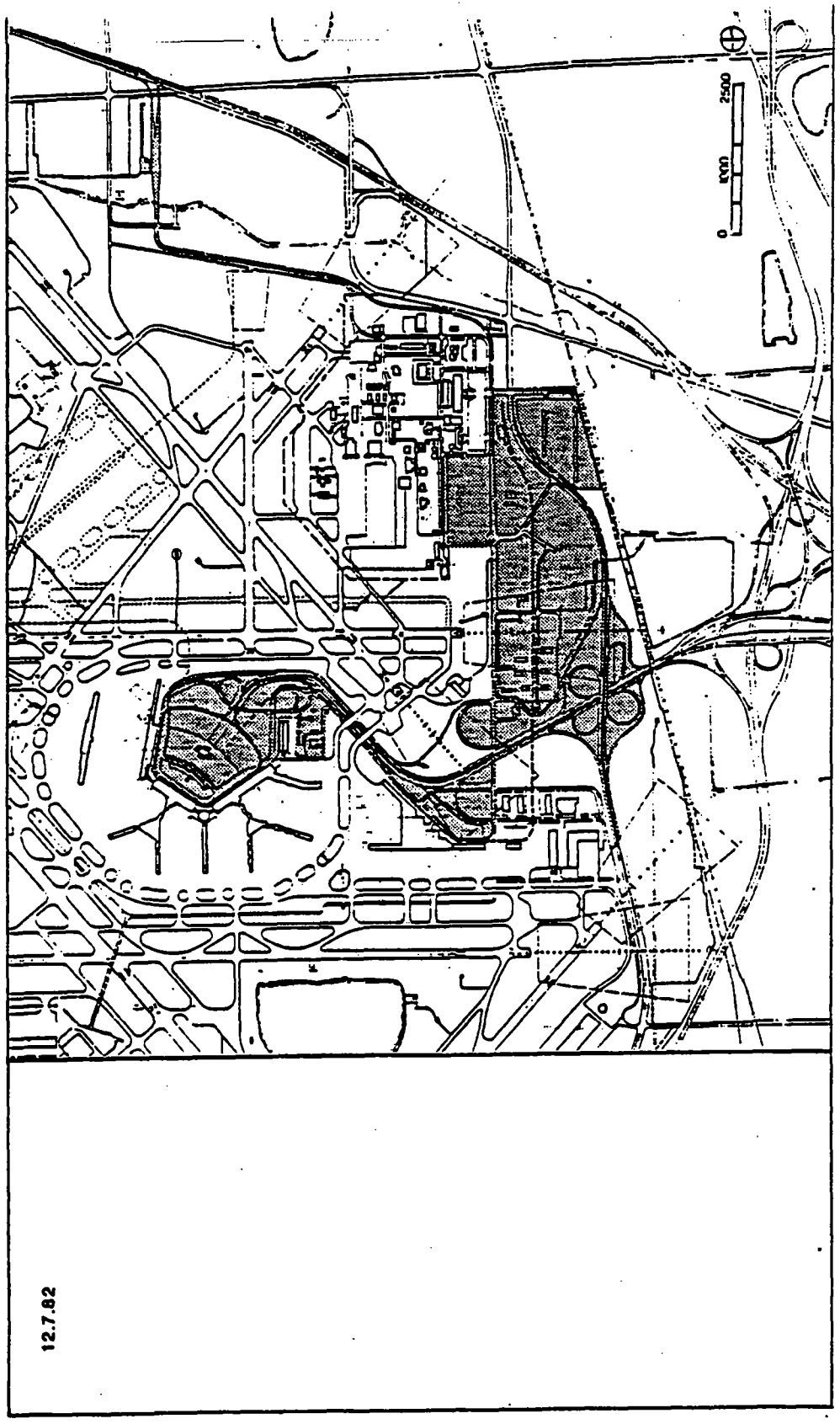
12.7.82

F2

TERMINAL SUPPORT AREA - PHASE II

OTI/AFB ASSOCIATES  
LANDRUM & BIRDWIN

CHICAGO O'HARE INTERNATIONAL AIRPORT  
City of Chicago  
Thomas H. Dwyer, Mayor  
James B. Butler, Commissioner of Public Works



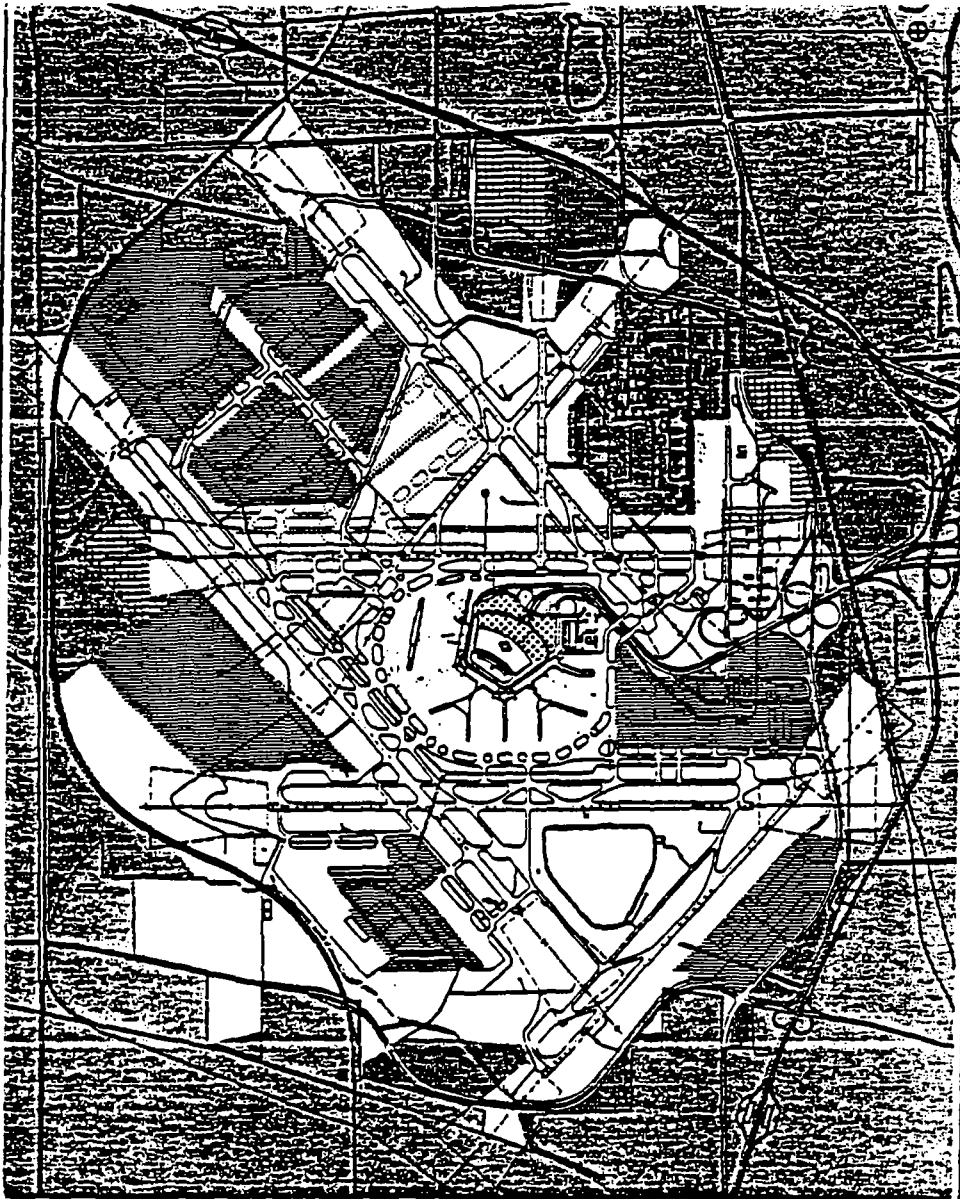
12.7.82

CHICAGO O'HARE INTERNATIONAL AIRPORT  
 City of Chicago  
 James H. Dyer, Mayor  
 Thomas J. Bradley, Commissioner of Public Works  
 James H. Dyer, Commissioner of Public Works





CHICAGO ASSOCIATES  
 LANDRUM & BROWN  
 Architects

TERMINAL SUPPORT AREA - PHASE III

F3



12.7.82

-  Aviation Related Land Use
-  Other Compatible Commercial/Industrial Land Use
-  Air Rights Development - Compatible Use
-  Central Parking Area Air Rights Development - Compatible Use

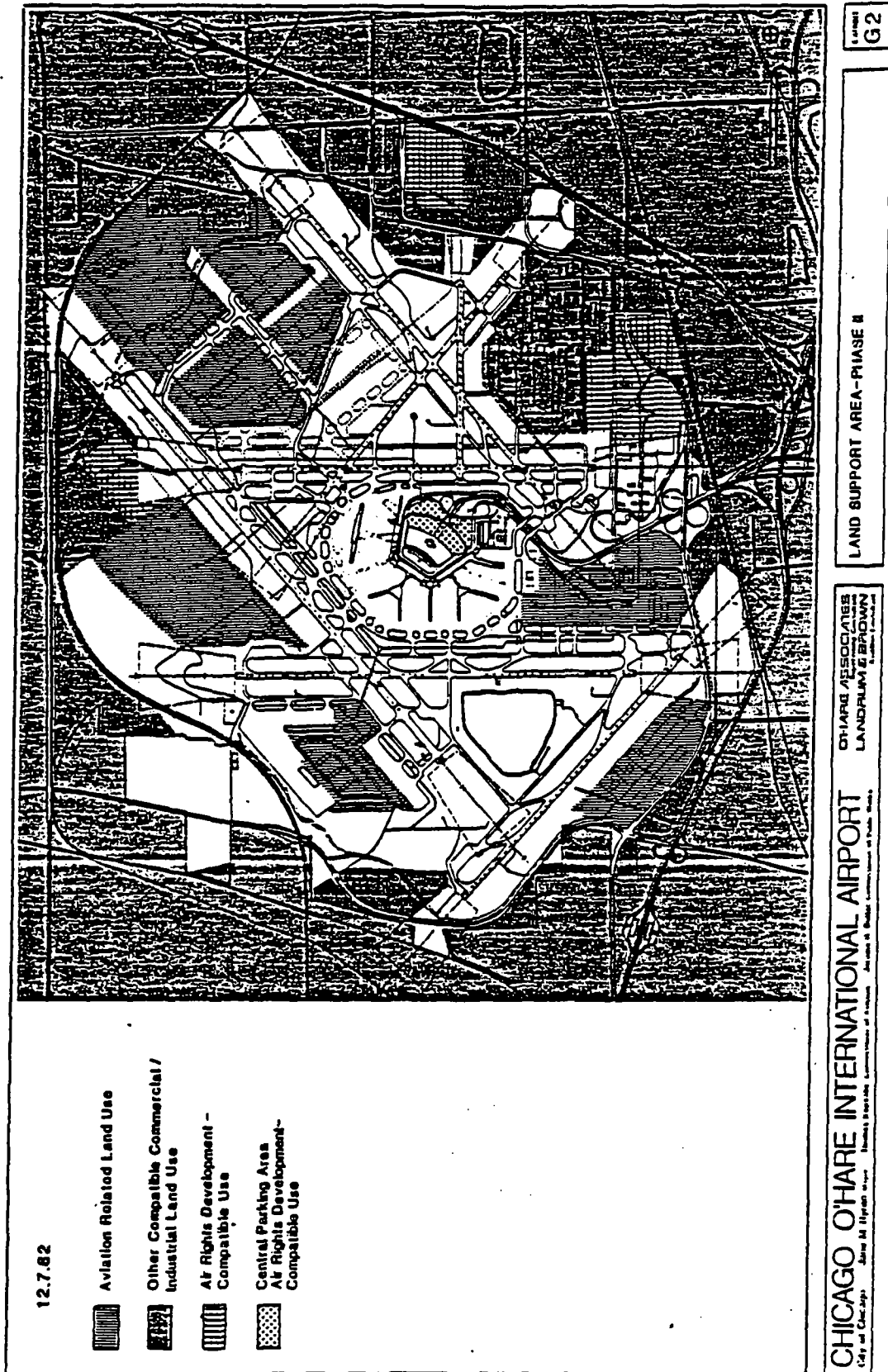
61

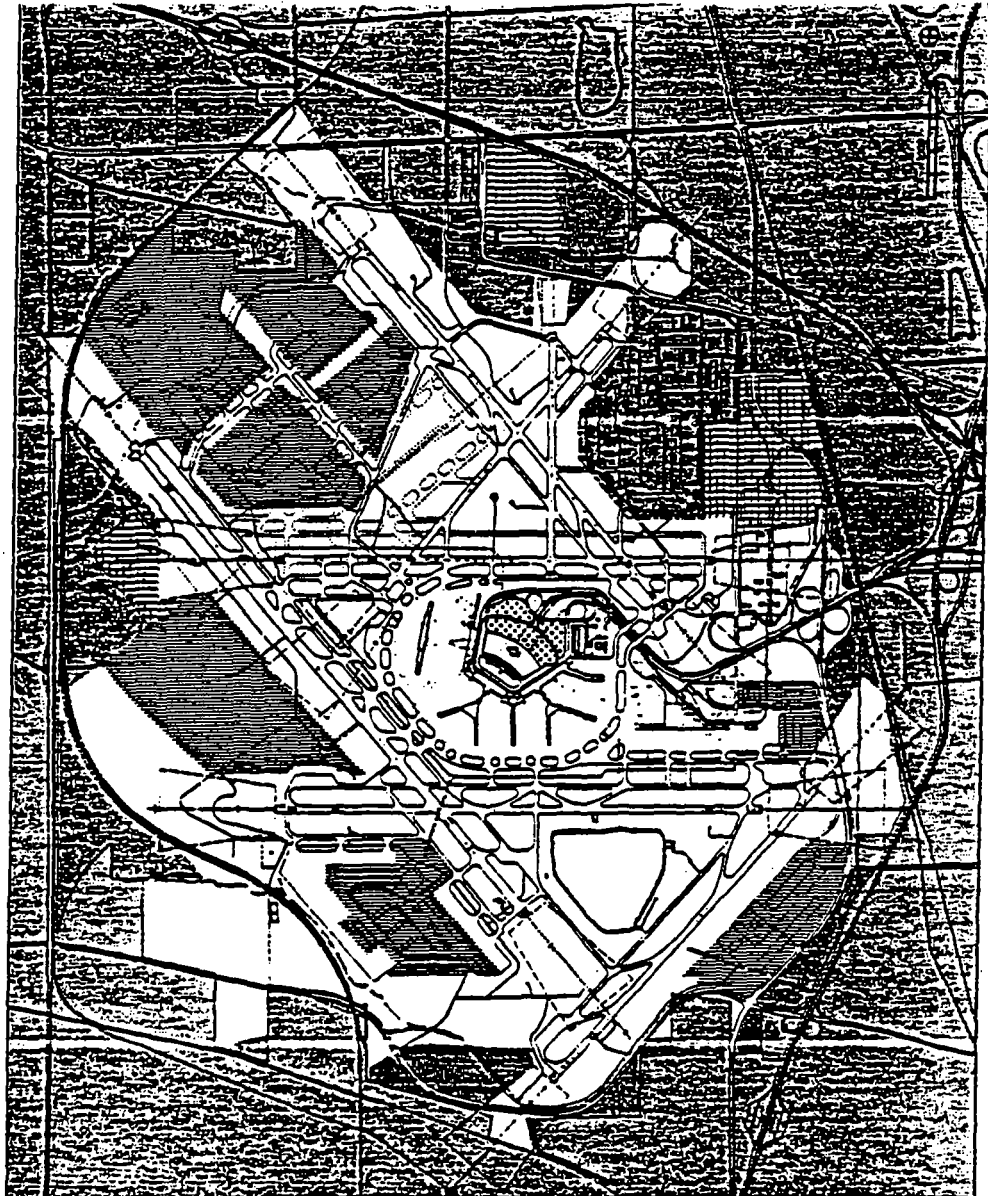
LAND SUPPORT AREA - PHASE I

CHARG ASSOCIATES  
LANDRUM & BROWN  
ARCHITECTS





CHICAGO O'HARE INTERNATIONAL AIRPORT  
City of Chicago  
June 11, 1989  
Thomas H. Baker, Commissioner of Finance  
Phase II Study  
Chicago, Illinois







12.7.82

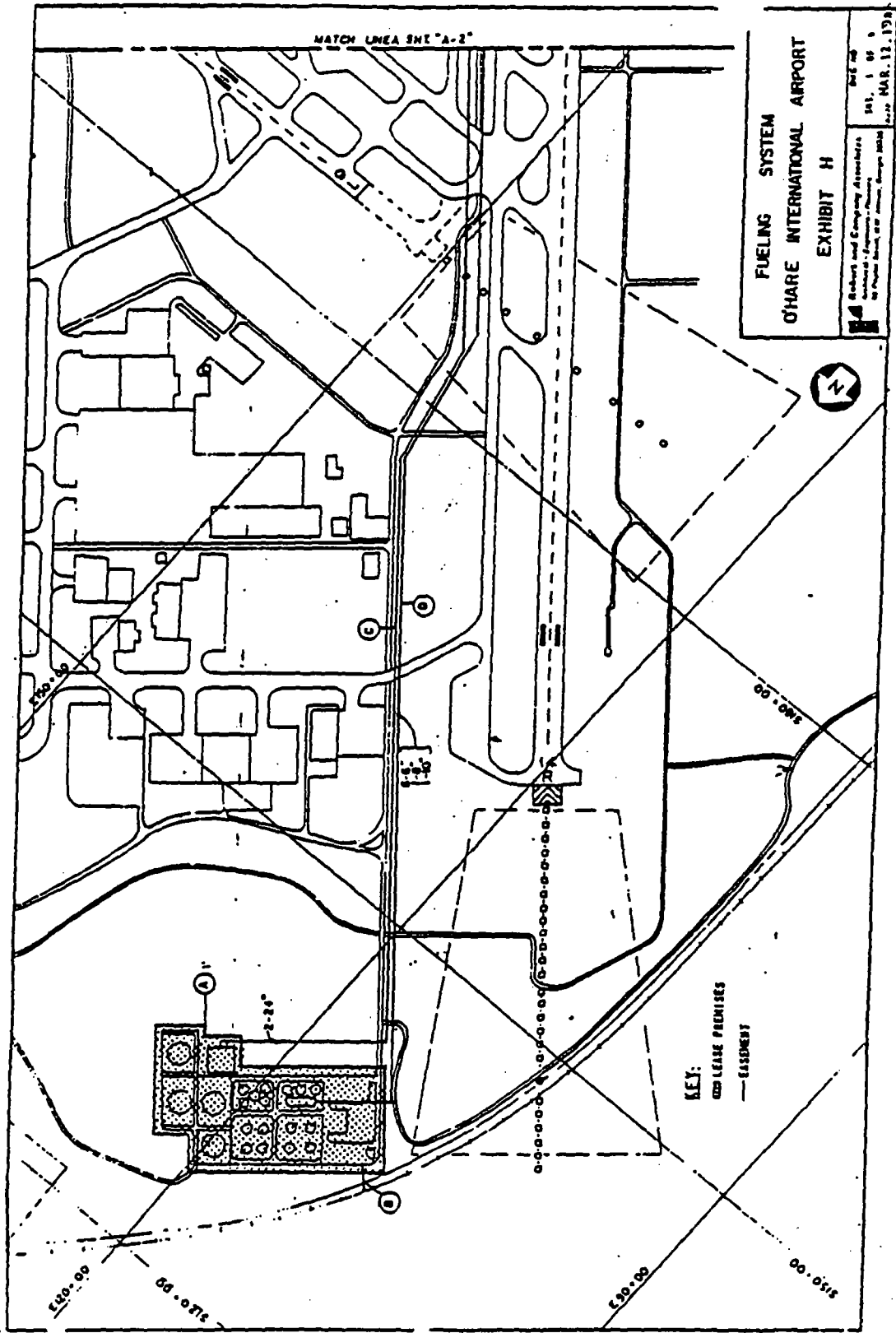
-  Aviation Related Land Use
-  Other Compatible Commercial / Industrial Land Use
-  Air Rights Development - Compatible Use
-  Central Parking Area Air Rights Development- Compatible Use

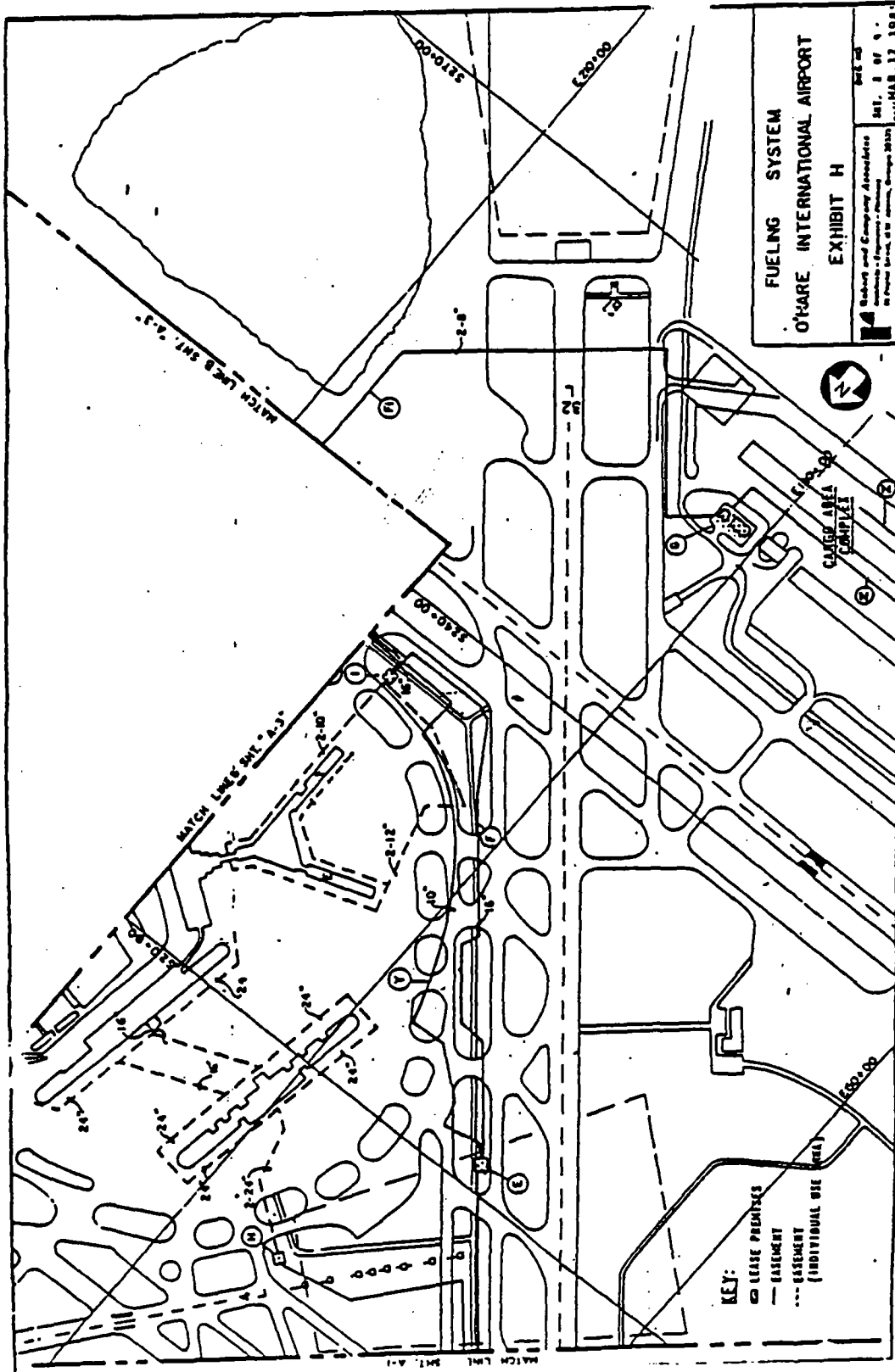
**CHICAGO O'HARE INTERNATIONAL AIRPORT**  
 City of Chicago  
 James M. Dwyer, Mayor  
 Thomas H. White, Commissioner of Public Works  
 Robert B. Butler, Commissioner of Public Safety

**DWYER ASSOCIATES**  
 CONSULTING ENGINEERS AND ARCHITECTS  
 LANGRISH & BROWN  
 ARCHITECTS

**LAND SUPPORT AREA - PHASE III**

**G3**

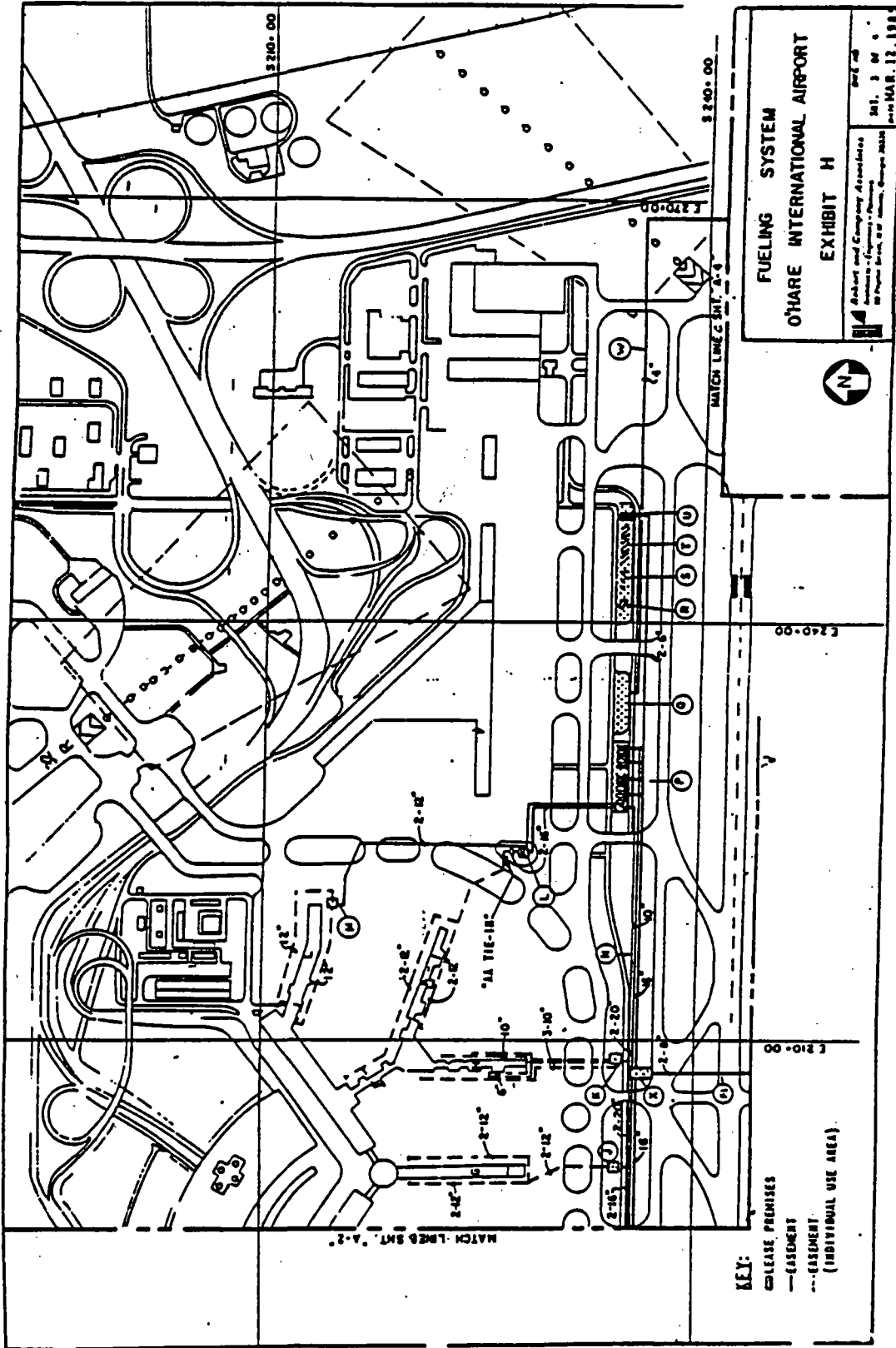


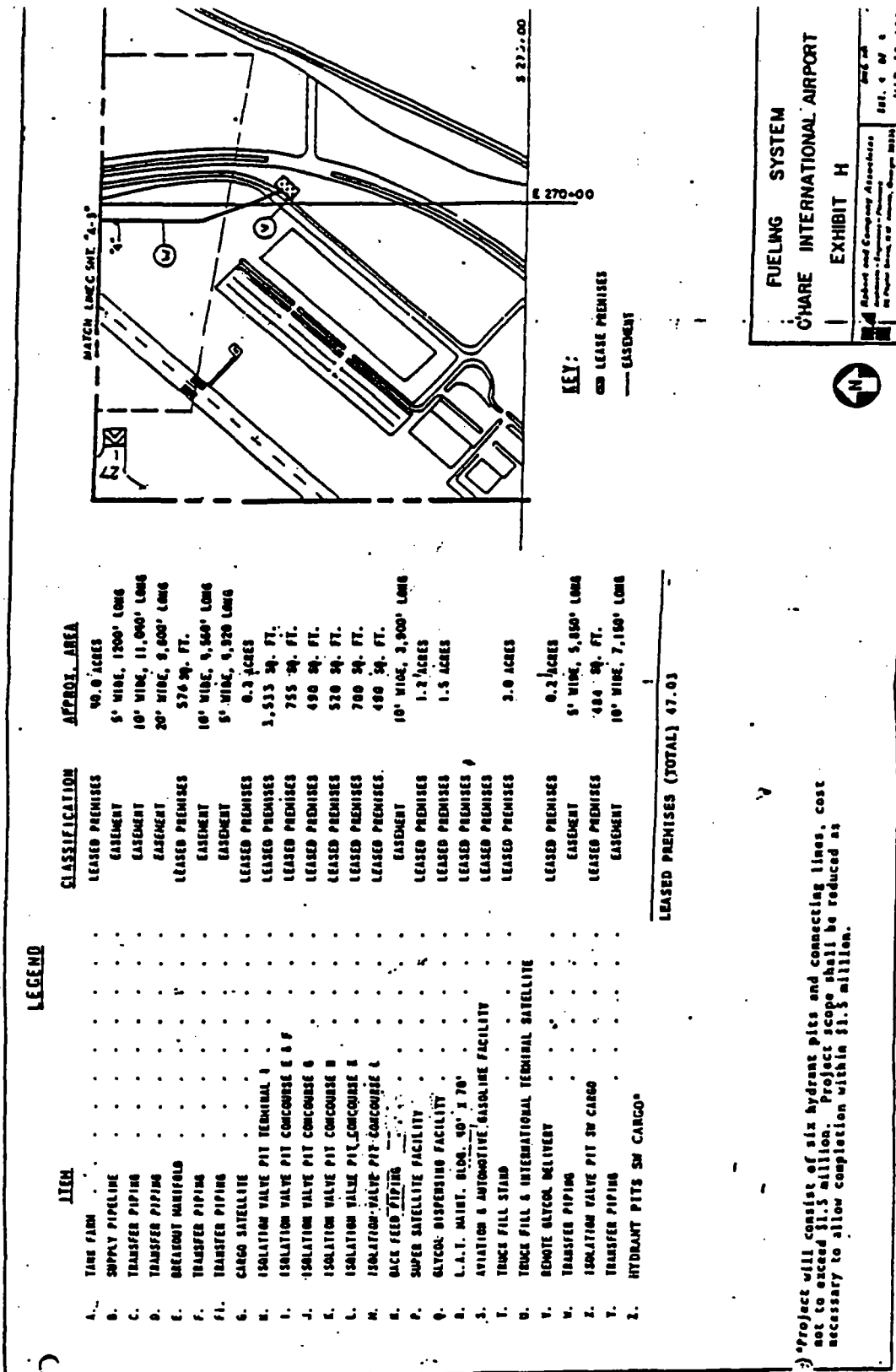


FUELING SYSTEM  
 O'HARE INTERNATIONAL AIRPORT  
 EXHIBIT H

Scale: 1" = 100'  
 Date: 8/17/89  
 Prepared by: [illegible]  
 Checked by: [illegible]  
 Approved by: [illegible]

KEY:  
 — LEASE PRIORITIES  
 - - - EASEMENT  
 . . . EASEMENT (INDIVIDUAL USE)





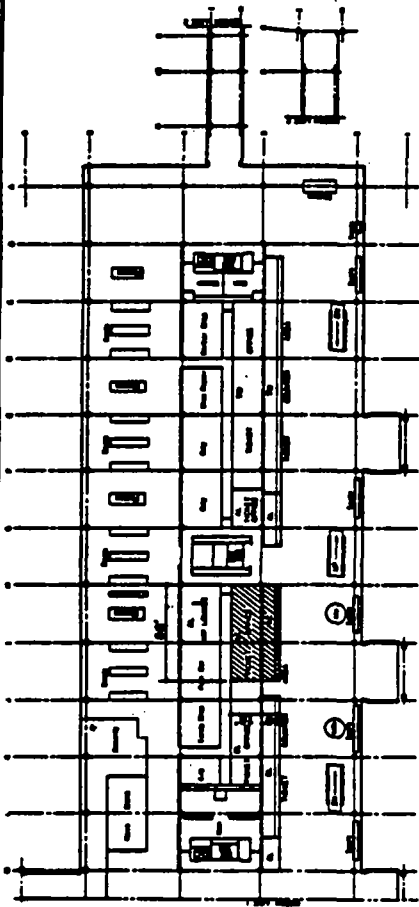
FUELING SYSTEM  
 CHARE INTERNATIONAL AIRPORT  
 EXHIBIT H



\*Project will consist of six hydrant pits and connecting lines. cost not to exceed \$1.5 million. Project scope shall be reduced as necessary to allow completion within \$1.5 million.

Robert and Company Architects  
 181, 4th St.  
 St. Peter, MN 56126  
 DATE: MAR. 11, 1989

# AIRLINES TICKET AREA (Second Floor Terminal 3)

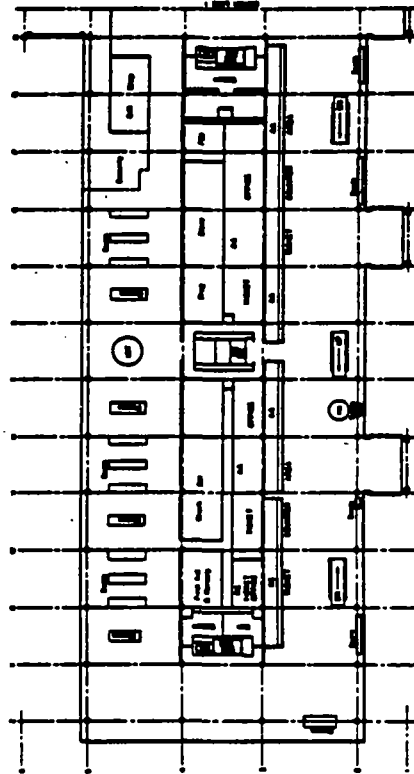


### TERMINAL NO. 3

BASMENT	0
LOWER LEVEL	1,348
UPPER LEVEL	1,300
MEZZANINE	600
TOTAL	<u>3,248</u>

### CONCOURSE C

APRON LEVEL	2,088
UPPER LEVEL	1,650
TOTAL	<u>3,738</u>
GRAND TOTAL	<u>6,986</u>



DRAWING 1

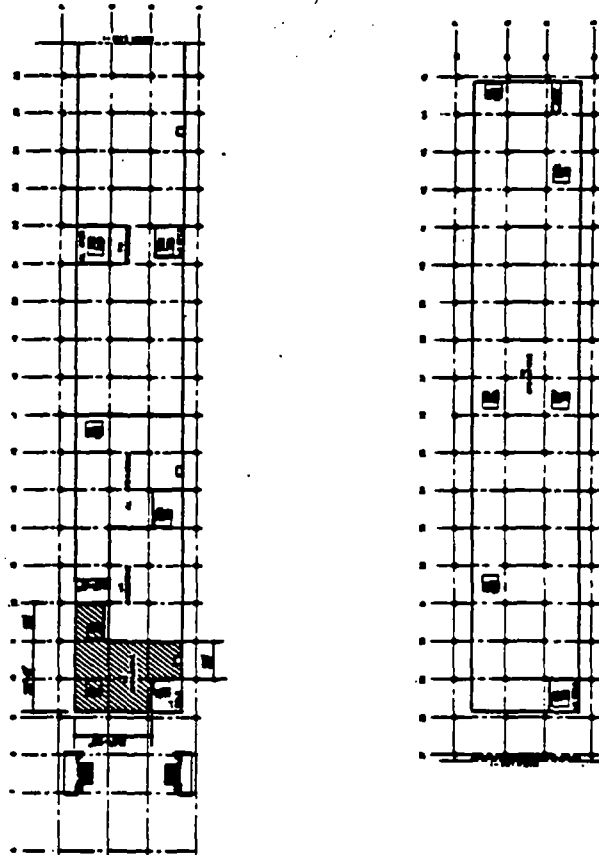
**CHICAGO O'HARE INTERNATIONAL AIRPORT**  
 City of Chicago  
 James M. Byrne Mayor  
 Thomas H. Spillane Commissioner of Public Works  
 James R. Butler Commissioner of Public Works

**AIR CANADA EXCLUSIVE USE PREMISES**

PROJECT  
**J**

3/80

**AIRLINES OPERATIONS AREA**  
(First Floor Concourse Q)



DRAWING J

J

AIR CANADA EXCLUSIVE USE PREMISES

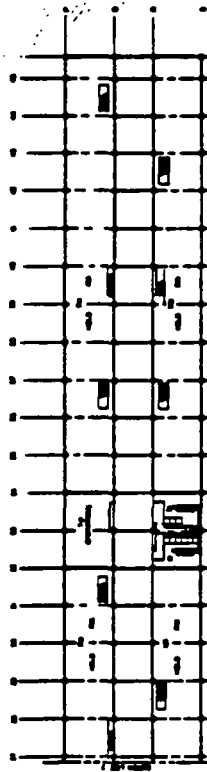
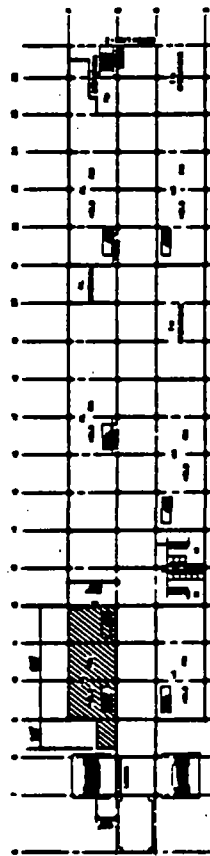
3/89

CH-LINE ASSOCIATES  
LANDING & TAKEOFF

**CHICAGO O'HARE INTERNATIONAL AIRPORT**  
City of Chicago  
James H. Hunt, Mayor  
Thomas H. O'Sullivan, Commissioner of Public Works  
James R. Burke, Commissioner of Public Works



**AIRLINES HOLD AREA**  
(Second Floor Concourse G)



DRAWING 3

Sheet J

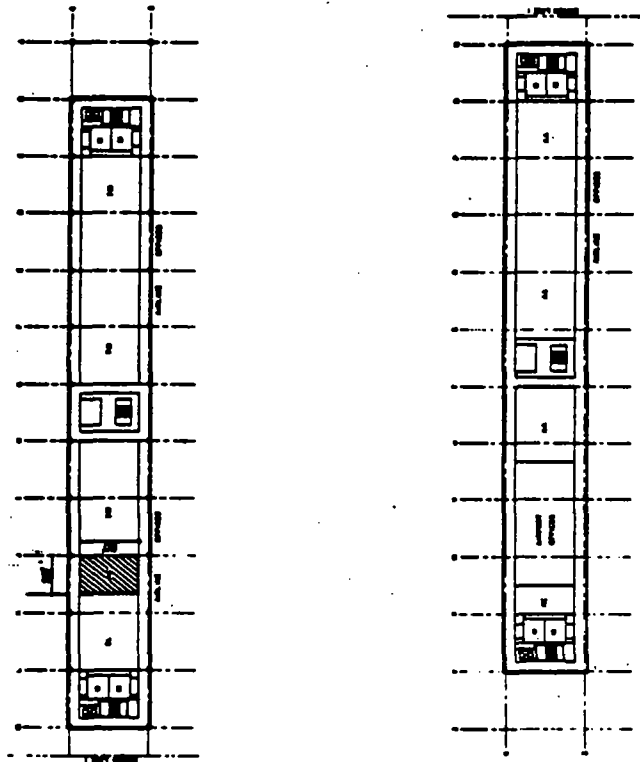
AIR CANADA EXCLUSIVE USE PREMISES

CHICAGO ARCHITECTS  
LANCUM & BROWN

**CHICAGO O'HARE INTERNATIONAL AIRPORT**  
City of Chicago

3/88

**AIRLINES MEZZANINE AREA**  
(Mezzanine Floor Terminal 3)



DRAWING 4

J

AIR CANADA EXCLUSIVE USE PREMISES

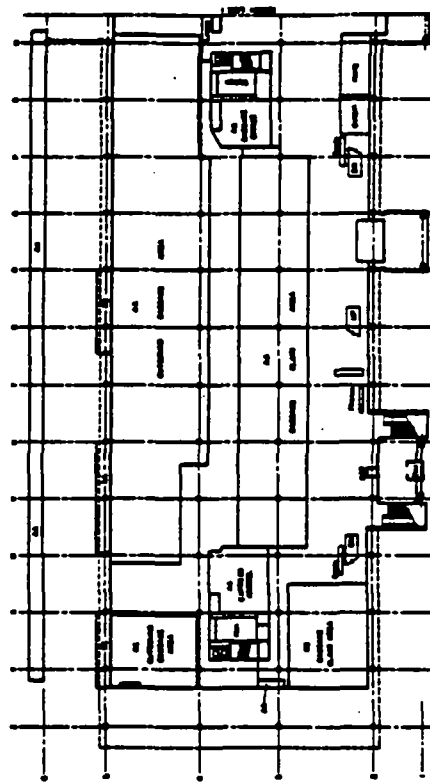
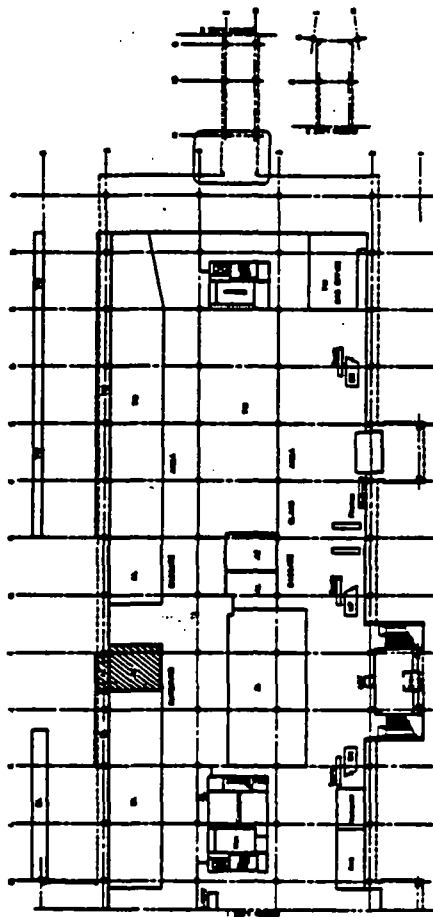
3/89

**CHICAGO O'HARE INTERNATIONAL AIRPORT**  
City of Chicago

**CHURCH ASSOCIATES**  
LANGRISH & BROWN  
Architects

Chicago, Illinois

**AIRLINES OUTBOUND  
BAGGAGE AREA**  
(First Floor Terminal 3)



DRAWING 9

Sheet  
**J**

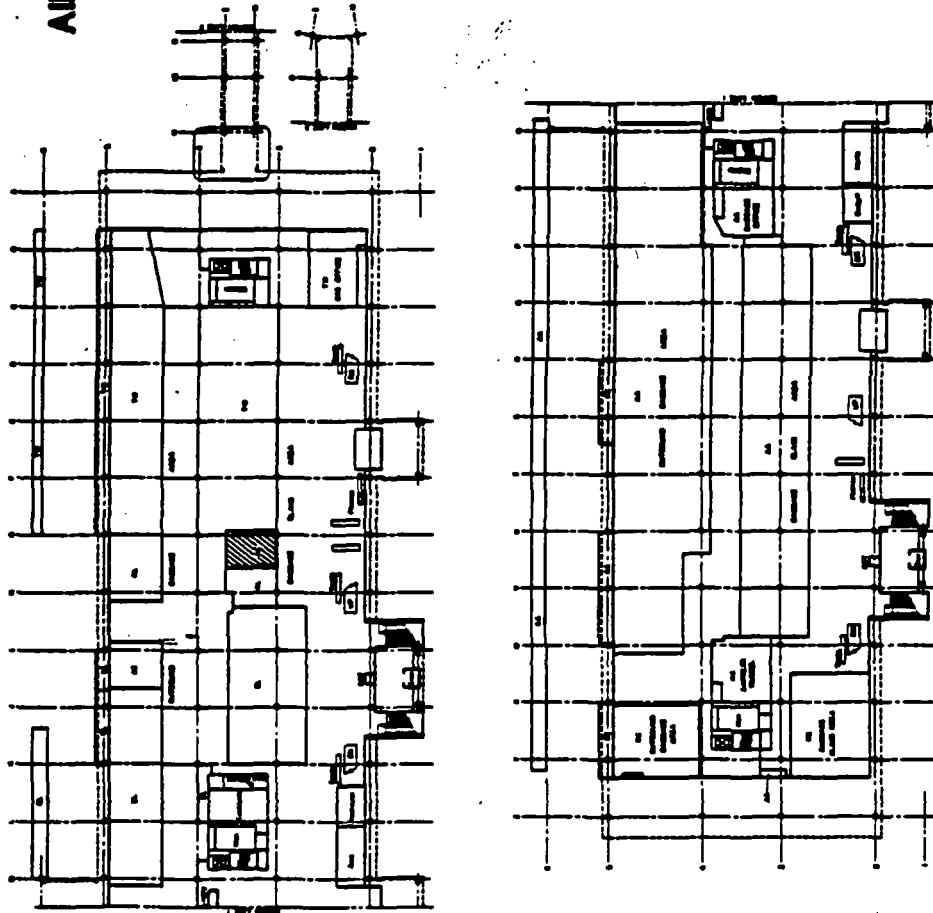
**AIR CANADA EXCLUSIVE USE PREMISES**

3/88

CHICAGO ASSOCIATES  
LANDPLANNING ARCHITECTS  
300 N. LAUREL ST.  
CHICAGO, ILL. 60610

**CHICAGO O'HARE INTERNATIONAL AIRPORT**  
City of Chicago  
James H. Dwyer Mayor  
Thomas R. Sabatelli Commissioner of Aviation  
James H. Dwyer Governor of Illinois

**AIRLINES BAGGAGE CLAIM AREA**  
(First Floor Terminal 3)



DRAWING 9

Sheet  
**J**

**AIR CANADA EXCLUSIVE USE PREMISES**

3/88

**CHARE ASSOCIATES**  
LANDMARK & BROWN

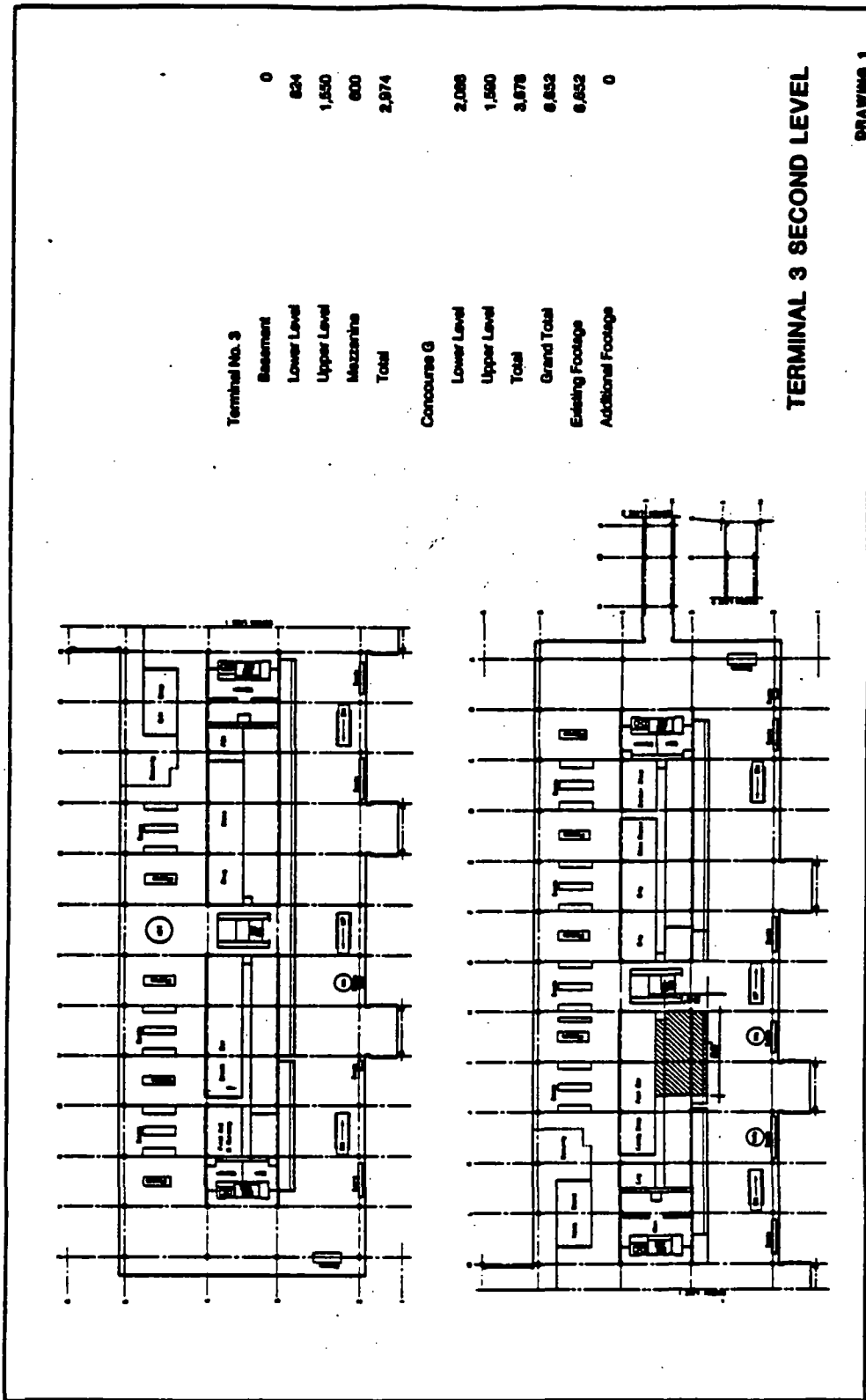
**CHICAGO OHARE INTERNATIONAL AIRPORT**  
City of Chicago  
James H. Burke, Mayor  
Thomas R. Stauber, Commissioner of Public Works  
James H. Burke, Mayor  
Thomas R. Stauber, Commissioner of Public Works

**EXHIBIT J-1****AIRLINE'S PHASE II EXCLUSIVE USE PREMISES**

(a) City and Airline agree that Airline's Phase II Exclusive Use Premises in Terminal Building No. 3 and Concourse G, shall comprise approximately 6,652 square feet, which are depicted in the Drawings of this Exhibit J-1, of which 6,652 square feet shall be deemed Airline's Existing Footage, which designation may be changed pursuant to subparagraphs (b) and (c) below.

(b) City and Airline agree that the exact configuration of the Exclusive Use Premises, including the space identified as Expansion/Improvement Area, are subject to change and refinements, which changes and refinements shall be subject to approval by City and Airline, and that appropriate amendments shall be made to this Exhibit J-1. It is understood and agreed that:

- (i) The Phase II Exclusive Use Premises described in paragraph (a) of this Exhibit J-1 consists of an interim operations area in the amount of 338 square feet as identified on Drawing No. 5. Airline agrees that should Airline exercise its option to vacate, the Airline shall release back said premises to City, and City agrees to deduct the square footage of said premises from Airline's totals of Phase II Exclusive Use Premises as Existing Footage.
- (ii) The Expansion/Improvement area of 1,572 square feet shown on Drawing No. 2 shall be available for the exclusive use of the Airline. In the event that the Airline shall exercise its option to utilize this area for construction, enclosing or finishing at its sole cost; such area after the Date of Beneficial Occupancy shall be deemed to be included in the Phase II Exclusive Use Premises as Existing Footage.
- (iii) Exercise of the options described in subsections (i) and (ii) by the Airline shall be effected without further action other than notifying the Commissioner pursuant to section 4.03 of this Agreement.



Terminal No. 3

Basement	0
Lower Level	824
Upper Level	1,550
Mezzanine	600
Total	2,974

Concourse G

Lower Level	2,086
Upper Level	1,580
Total	3,676
Grand Total	6,652
Existing Footage	6,652
Additional Footage	0

TERMINAL 3 SECOND LEVEL

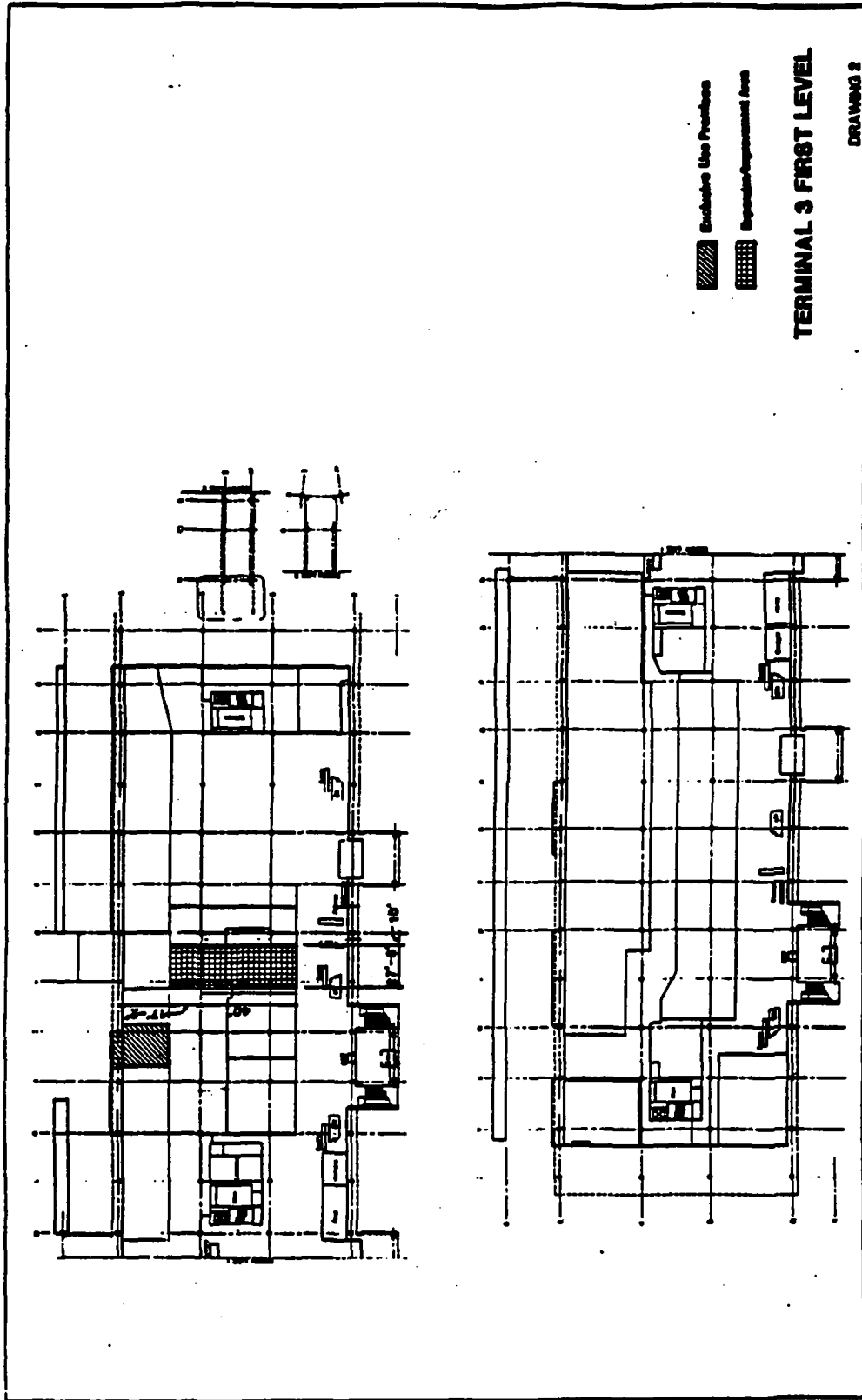
DRAWING 1

CHICAGO O'HARE INTERNATIONAL AIRPORT

CHRYSLER ARCHITECTURAL LABORATORY & ENGINEERS

AIR CANADA EXCLUSIVE USE PREMISES

9/89



Exclusive Use Premises  
Dependent Improvement Area

TERMINAL 3 FIRST LEVEL

DRAWING 2

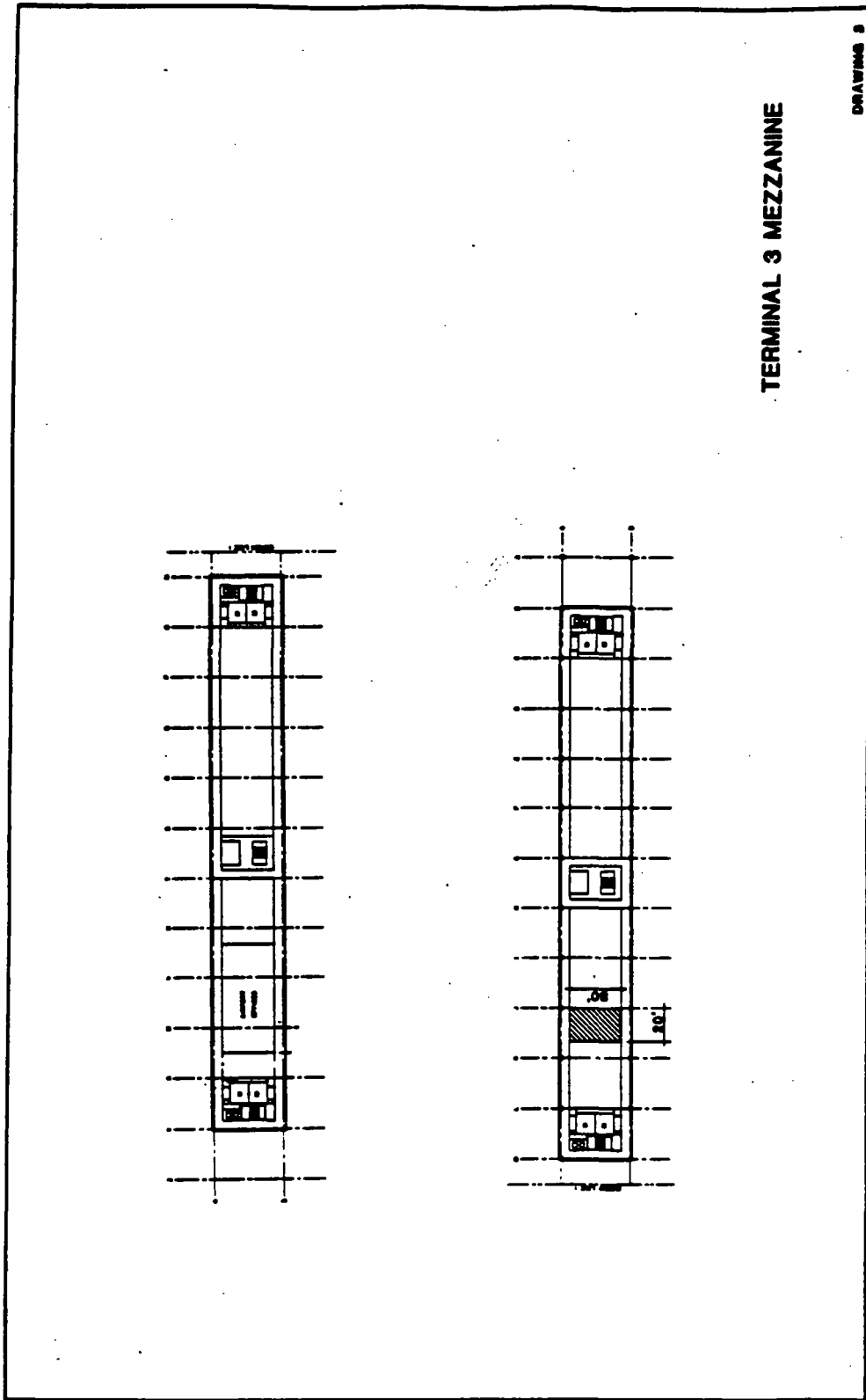
J-1

AIR CANADA EXCLUSIVE USE PREMISES

CHICAGO AIRPORT  
LANDING & TAKEOFF

CHICAGO O'HARE INTERNATIONAL AIRPORT

9/89



TERMINAL 3 MEZZANINE

DRAWING 3

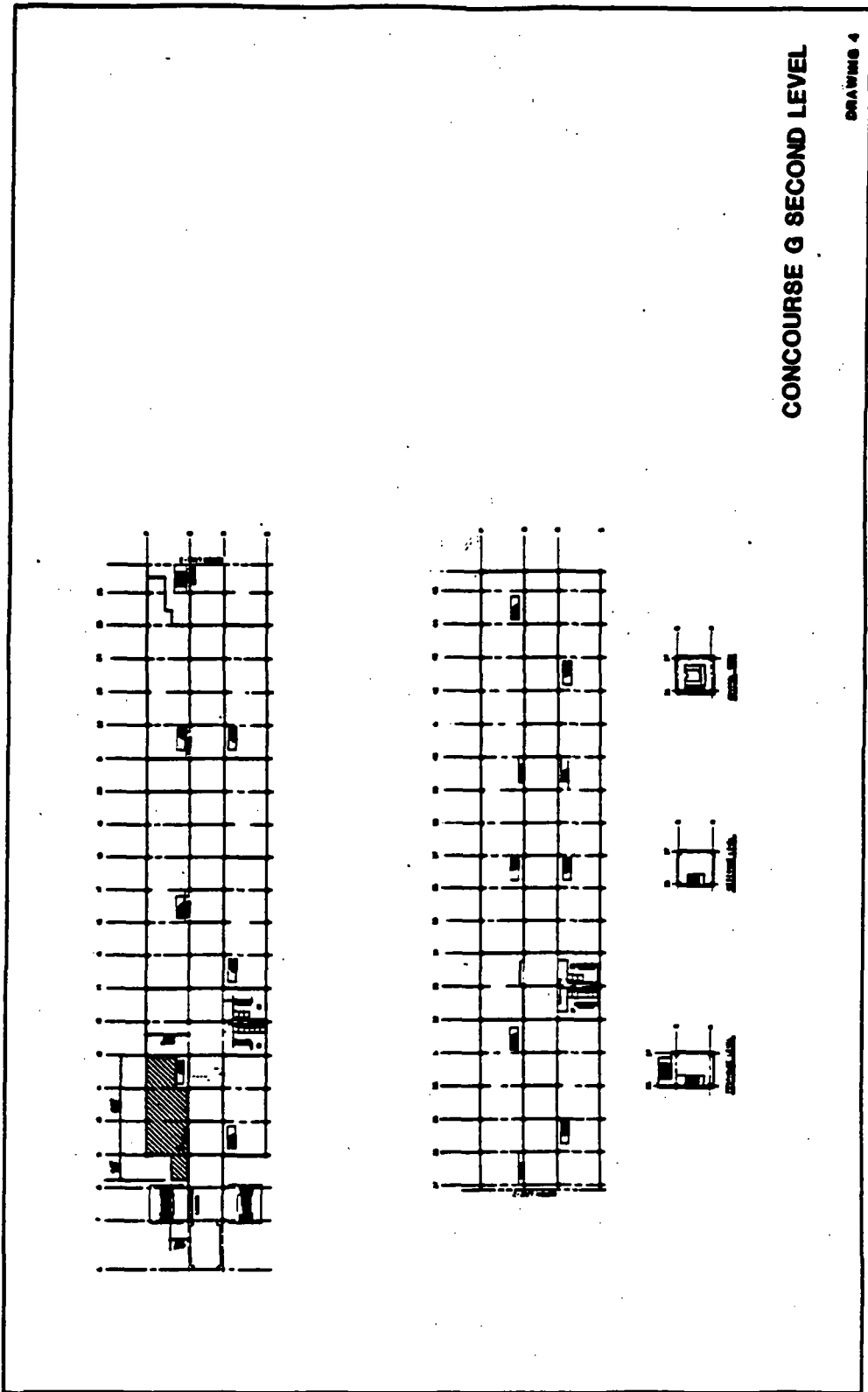
AIR CANADA EXCLUSIVE USE PREMISES

CHICAGO AIRPORT AUTHORITY  
LAND PLANNING & ENGINEERING

CHICAGO O'HARE INTERNATIONAL AIRPORT

9/89





CONCOURSE G SECOND LEVEL

DRAWING 4

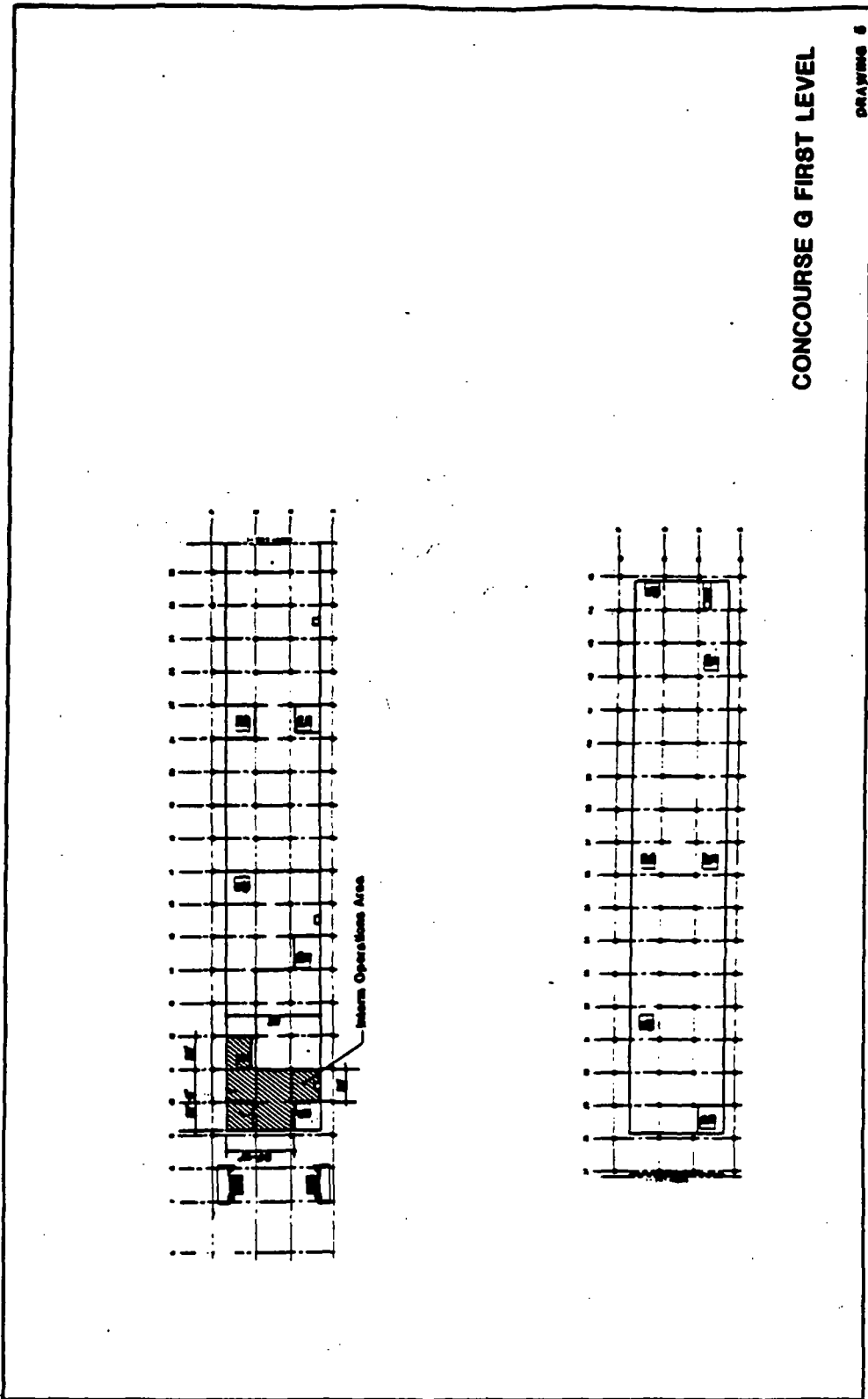


AIR CANADA EXCLUSIVE USE PREMISES

CHICAGO ASSOCIATES  
LANDPLANNING ARCHITECTS

CHICAGO O'HARE INTERNATIONAL AIRPORT

8/89



**CONCOURSE G FIRST LEVEL**

DRAWING 6



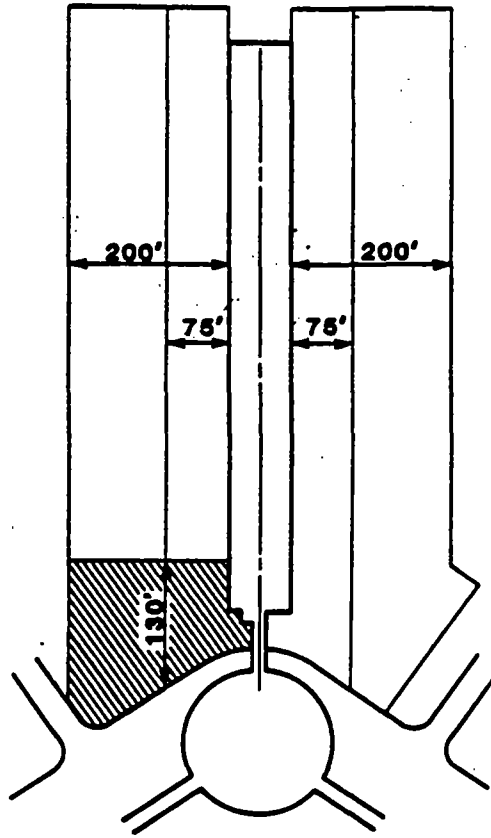
**AIR CANADA EXCLUSIVE USE PREMISES**

**CHICAGO O'HARE INTERNATIONAL AIRPORT**  
CHICAGO O'HARE INTERNATIONAL AIRPORT  
LANDING PROGRAM

**CHICAGO O'HARE INTERNATIONAL AIRPORT**

9/88

CONCOURSE G



 EXCLUSIVE AIRCRAFT PARKING AREA  
130 LINEAR FEET OF RAMP FRONTAGE

3/89

11-1000  
K

AIR CANADA AIRCRAFT  
PARKING AREA

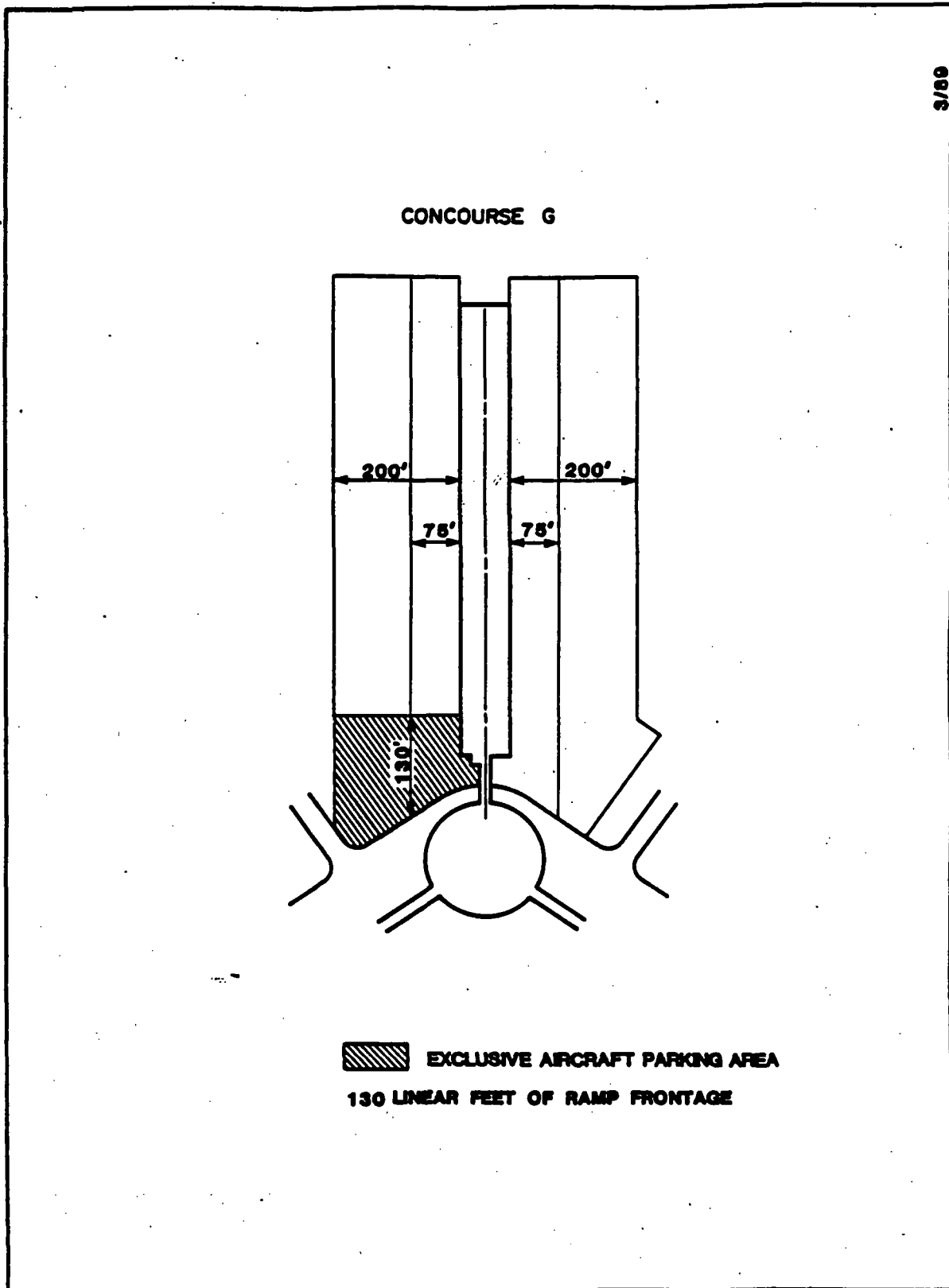
CHICAGO ASSOCIATES  
LANDMARKS & MONUMENTS  
PLANNING

CHICAGO O'HARE INTERNATIONAL AIRPORT

**EXHIBIT K-1**

**AIRLINES PHASE II AIRCRAFT PARKING AREA**

(1) City and Airline agree that Airline's Phase II Aircraft Parking Area shall consist of 130 linear feet of ramp frontage as shown on Exhibit K-1.



3/89

AIR CANADA AIRCRAFT

CHICAGO AIRPORT

CHICAGO INTERNATIONAL AIRPORT

EXHIBIT O

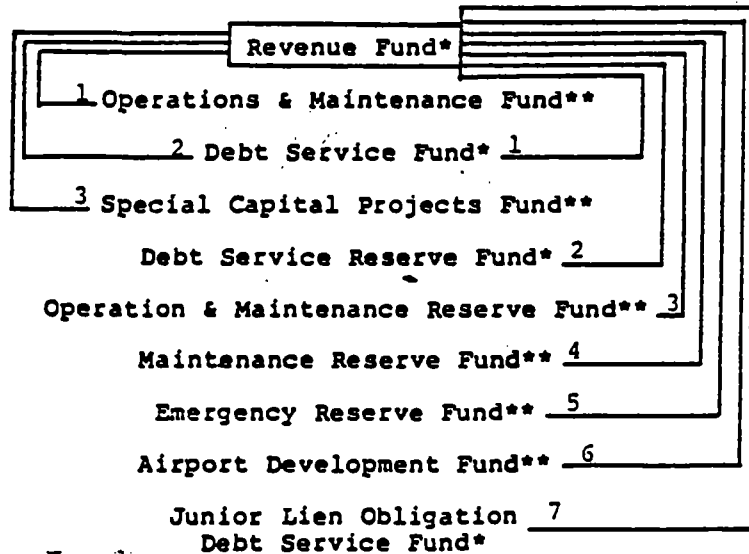
ALLOCATION OF REVENUES

Monthly Flow

On the tenth day of each month the Trustee shall make the following deposits in the manner and order of priority set forth below:

Semi-Annual Flow

On the business day of the Trustee immediately preceding each Interest Payment Date, the Trustee shall make the following deposits in the manner and order of priority set forth below:



\*Pursuant to Section 503 of the General Airport Revenue Bond Ordinance.

\*\*Indicates funds credited in Airport Use Agreement and Terminal Facilities Lease.

## EXHIBIT P

TERMINAL AREA USE CHARGE FORMULA

The Terminal Area Use Charge is determined based on the formulation described in Section 5.03 which is algebraically represented as follows:

$$\left[ \frac{A}{B} \times (C + C^1) \right] + \left[ \frac{A^1}{B^1} \times D \right] + \left[ \frac{E}{F} \times [(G + H + J + K) - (L + M)] \right] + [N] + [P] - [Q]$$

Where A is the Additional Footage of Exclusive Use Premises of the Airline per Section 5.04(a) (excluding Additional Footage which is part of a Special Facility Improvement).

Where B is the total Additional Footage of Exclusive Use Premises of all Airline Parties per Section 5.04(a) (excluding Additional Footage which is part of a Special Facility Improvement).

Where A<sup>1</sup> is the Additional Footage of Exclusive Use Premises of the Airline per Section 5.04(b) (including Additional Footage which is part of a Special Facility Improvement).

Where B<sup>1</sup> is the total Additional Footage of Exclusive Use Premises of all Airline Parties per Section 5.04(b) (including Additional Footage which is part of a Special Facility Improvement).

Where C is the Debt Service (net of Investment Income) allocated to Exclusive Use Premises (excluding Exclusive Use Premises which are part of a Special Facility Improvement) per Section 5.03(a) (i) (1).

Where C<sup>1</sup> is the Special Facility Revenue Bond Debt Service attributable to the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement per Section 5.03(a) (i) (2).

Where D is the Debt Service (net of Investment Income) allocated to Type B Public Use Premises and to relocation costs per Section 5.03(a) (ii).

Where E is the total square footage of Exclusive Use Premises of the Airline per Section 5.04(c).

Where F is the total square footage of Exclusive Use Premises of all Airline Parties per Section 5.04(c).

Where G is the Debt Service (net of Investment Income) allocated to Type A Public Use Premises and to the capitalized costs of implementing the Use Agreement per Section 5.03(a) (iii) (1).

Where H is the Operation and Maintenance Expenses of the Terminal Area per Section 5.03(a) (iii) (2).

Where J is the Airport Development Fund, Emergency Reserve Fund and Special Capital Projects Fund payment requirements of the Terminal Area per Section 5.03(a) (iii) (3).

Where K is the allocated Terminal Area share of the Net Deficit of the Terminal Support Area per Section 5.03(a) (iii) (4). (If Terminal Support Area shows a surplus,  $K = 0$ .)

Where L is the Non-Use Agreement Revenues of the Terminal Area per Section 5.03(a) (iv) (1).

Where M is the allocated Terminal Area share of the Net Revenues of the Terminal Support Area per Section 5.03(a) (iv) (2). (If Terminal Support Area shows a deficit,  $M = 0$ .)

Where N is Airline's prorata share of the Debt Service, if any, (net of Investment Income) during construction of the Terminal Area, and of the Debt Service (net of Investment Income) allocated to Capital Projects enumerated in Section 5.05(b), per Section 5.03(a) (v).

Where P is the Debt Service (net of Investment Income) allocated to Airline's tenant improvements per Section 5.03(a) (vi).

Where Q is the credit for Special Facility Revenue Bond Debt Service payments related to the Existing Footage portion of Exclusive Use Premises, Public Use Premises and the Terminal Support Area per Section 5.03(b).



APPLICATION OF TERMINAL AREA USE CHARGES  
FORMULA TO TWO HYPOTHETICAL SITUATIONS

Example 1: Airline X

ASSUMPTIONS:

Airline X has Exclusive Use Premises solely in a Special Facility Improvement.

- A = 0 (Additional Footage which is part of a Special Facility is excluded)
- B = 450,000 square feet
- A<sup>1</sup> = 100,000 square feet
- B<sup>1</sup> = 550,000 square feet
- C = \$15,000,000
- C<sup>1</sup> = \$454,546 (See calculation of Item Q below)
- D = \$14,000,000
- E = 150,000 square feet
- F = 1,300,000 square feet
- G = \$4,000,000
- H = \$42,600,000
- J = \$3,600,000 (Assumes Special Capital Projects Fund payment requirement = 0)
- K = 0 (Assumes Terminal Support Area shows a surplus)
- L = \$27,000,000
- M = \$1,500,000
- N = \$3,090,909 (See calculation below)
- P = 0 (Assumes tenant improvements financed independently)
- Q = \$4,954,546 (See calculation of Item Q below)

CALCULATION OF ITEM QCredit For Existing Footage Portion of Exclusive Use Premises

Assumptions for calculation of credit relating to Existing Footage Portion of Airline X's Exclusive Use Premises in its Special Facility Improvement pursuant to Section 6.01(b) using the factors and formula set forth therein:

$$S = (S \times \frac{T}{U} \times \frac{V}{W})$$

S = \$3,000,000  
 T = 100,000 square feet  
 U = 150,000 square feet  
 V = 700,000 square feet  
 W = 550,000 square feet

$$\$3,000,000 - (\$3,000,000 \times \frac{100,000}{150,000} \times \frac{700,000}{550,000}) = \$ 454,546^*$$

(\* this number = C<sup>1</sup>)

PLUSCredit For Public Use Premises

Special Facility Revenue Bond Debt Service  
 related to Public Use Premises = \$3,000,000

PLUSCredit For Terminal Support Area

Special Facility Revenue Bond Debt Service  
 related to Terminal Support Area = \$1,500,000

Q = \$4,954,546

CALCULATION OF AIRLINE X's TERMINAL AREA USE CHARGE

<u>Formula</u>	<u>Calculation</u>	<u>Charge</u>
$\frac{A}{B} \times (C + C^1)$	$\frac{0}{450,000} \times (\$15,000,000 + \$454,546)$	= 0
$\frac{A^1}{B^1} \times D$	$\frac{100,000}{550,000} \times \$14,000,000$	= \$ 2,545,454
$\frac{E}{F} \times [(G + H + J + K)$	$\frac{150,000}{1,300,000} \times (\$4,000,000 + \$42,000,000$	
$- (L + M)]$	$+ \$3,600,000 + 0 - (\$27,000,000$	
	$+ \$1,500,000))$	= \$ 2,434,615
	$\frac{100,000}{550,000} \times \$17,000,000$	= \$ 3,090,909
P	0	= <u>0</u>
		<u>\$ 8,070,978</u>
Q	\$4,954,546	= <u>\$(4,954,546)</u>
Airline X's Terminal Area Use Charge (less credit)		= <u>\$ 3,116,432</u>
Amount paid by Airline X for its Additional Footage under its Special Facility Agreement	\$3,000,000 - \$454,546	= \$ 2,545,454

APPLICATION OF TERMINAL AREA USE CHARGES  
FORMULA TO TWO HYPOTHETICAL SITUATIONS

Example 2: Airline Y

ASSUMPTIONS:

Airline Y has no Exclusive Use Premises in a Special Facility Improvement.

A	=	50,000 square feet	
B	=	450,000 square feet	
A <sup>1</sup>	=	50,000 square feet	
B <sup>1</sup>	=	550,000 square feet	
C	=	\$15,000,000	
C <sup>1</sup>	=	\$454,546	(See calculation of Item Q for Airline X)
D	=	\$14,000,000	
E	=	200,000 square feet	
F	=	1,300,000 square feet	
G	=	\$4,000,000	
H	=	\$42,600,000	
J	=	\$3,600,000	(Assumes Special Capital Projects Fund payment requirement = 0)
K	=	0	(Assumes Terminal Support Area shows a surplus)
L	=	\$27,000,000	
M	=	\$1,500,000	
N	=	\$1,545,453	(See calculation below)
P	=	0	(Assumes tenant improvements financed independently)
Q	=	0	

CALCULATION OF AIRLINE Y's TERMINAL AREA USE CHARGE

<u>Formula</u>	<u>Calculation</u>	<u>Charge</u>
$\frac{A}{B} \times (C + C^1)$	$\frac{50,000}{450,000} \times (\$15,000,000 + \$454,546)$	= \$ 1,717,171
$\frac{A^1}{B^1} \times D$	$\frac{50,000}{550,000} \times \$14,000,000$	= \$ 1,272,726
$\frac{E}{F} \times [(G + H + J + K)$	$\frac{200,000}{1,300,000} \times (\$4,000,000 + \$42,000,000$	
$- (L + M)]$	$+ \$3,600,000 + 0 - (\$27,000,000$	
	$+ \$1,500,000))$	= \$ 3,246,152
	$\frac{50,000}{550,000} \times \$17,000,000$	= \$ 1,545,453
P	0	= <u>0</u>
		<u>\$ 7,781,502</u>
Q	0	= <u>\$ -0-</u>
Airline X's Terminal Area Use Charge		= <u>\$ 7,781,502</u>

COMPARISON OF EXISTING FOOTAGE AND  
ADDITIONAL FOOTAGE RATES FOR  
AIRLINES X AND Y

Existing Footage Rate:Airline X:

$$\frac{\$2,434,615}{150,000} = \$16.23 \text{ per square foot} + \$5.00 \text{ per square foot (Terminal Area Rental)} \\ = \$21.23 \text{ per square foot}$$

Airline Y:

$$\frac{\$3,246,152}{200,000} = \$16.23 \text{ per square foot} + \$5.00 \text{ per square foot (Terminal Area Rental)} \\ = \$21.23 \text{ per square foot}$$

Additional Footage Rate:Airline X:

$$\begin{aligned} (\$2,545,454 + &= \$81.81 \text{ per square foot} + \\ \$3,090,909 + &= \$21.23 \text{ per square foot} = \\ \underline{\$2,545,454} &= \$103.04 \text{ per square foot*} \\ 100,000 & \end{aligned}$$

Airline Y:

$$\begin{aligned} (\$1,717,171 + &= \$90.70 \text{ per square foot} + \\ \$1,272,726 + &= \$21.23 \text{ per square foot} = \\ \underline{\$1,545,453} &= \$111.93 \text{ per square foot*} \\ 50,000 & \end{aligned}$$

\* This discrepancy is a result of different assumptions with respect to the per square foot debt service expense of Exclusive Use Premises constructed in the Special Facility versus other Exclusive Use Premises constructed at the Airport. The 150,000 square feet of Exclusive Use Premises in the Special Facility is assumed to have a \$3,000,000 debt service expense, or \$20.00 per square foot. (See assumptions in calculation of Item Q.) The other 550,000 square feet of Exclusive Use Premises constructed at the Airport (the total 700,000 square feet assumed in the calculation of Item Q less the 150,000 square feet which are part of the Special Facility) is assumed to have a \$15,000,000 debt service expense (see assumption of Item C), or \$27.27 per square foot.

**EXHIBIT Q**  
**11.17.82**  
**PAGE 1 OF 4**

**TERMINAL BASE BUILDING**  
**FINISH STANDARDS**

AREA	SPACE DESIGNATION	FLOOR	BASE	WALL STRUCTURE	CEILING	HVAC	LIGHTING	ELECTRICAL	NOTES
BASEMENT	Basement	Exposed Concrete		Exposed Concrete Structure	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Service Tunnels	Exposed Concrete		Exposed Concrete Structure	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Fan Rooms	Exposed Concrete		Exposed Concrete Structure Concrete Block	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Mechanical & Electrical Rooms	Exposed Concrete		Exposed Concrete Structure Concrete Block	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Locker Rooms	Exposed Concrete		Concrete Block	Exposed Concrete Structure	HVAC	20 F.C.	As Required	
	Toilet Rooms	Un glazed Ceramic Tile	Un glazed Ceramic Cove	Un glazed Ceramic Tile	Cement Plaster	HVAC	20 F.C.	As Required	
CLAIM LEVEL	Bay Claim Lobby	Terrazzo		Precast Concrete Panel w/Exposed Aggregate & Estipor GBS Metal Partition	Metal Pan	HVAC	50 F.C.	As Required	
	Bag Claim Area	Terrazzo		Metal Partition	Metal Pan	HVAC	50 F.C.	Power to Claim Unit Distribution Panel	
	Bag Room	Structural Concrete & Concrete Fill		Concrete Panel	Exposed Concrete Structure	H & V	10 F.C.	Power to Sort Device Distribution Panel	
	Bay Service Office	Terrazzo	Metal	Metal Partition	Metal Pan	HVAC	75 F.C.	As Required	
	Toilet Rooms	Un glazed Ceramic Tile	Un glazed Ceramic Cove	Un glazed Ceramic Tile	Cement Plaster	HVAC	20 F.C.	As Required	
	Concessions	Terrazzo	By Tenant	By Tenant	By Tenant	HVAC		By Tenant	





**EXHIBIT Q**  
**11.17.82**  
**PAGE 3 OF 4**

**CONCOURSE BASE BUILDING**  
**FINISH STANDARDS**

AREA	SPACE DESIGNATION	FLOOR	BASE	WALL STRUCTURE	CEILING	HVAC	LIGHTING	ELECTRICAL	NOTES
BASEMENT	Tunnel	Exposed Concrete Structure		Exposed Concrete Structure	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Mechanical & Electrical Rooms	Exposed Concrete Structure		Concrete Block	Exposed Concrete Structure	H & V	20 F.C.	As Required	
RAMP LEVEL	Rest Rooms	Concrete Fill	Glazed Block	Glazed Block	Exposed Concrete Structure	IIVAC	30 F.C.	As Required	
	Maintenance Shops	Concrete Fill	Glazed Block	Glazed Block	Exposed Concrete Structure	H & V	50 F.C.	As Required	
	Locker Rooms	Concrete Fill	Glazed Block	Glazed Block	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Toilet Rooms	Exposed Concrete	Glazed Block	Glazed Block	Cement Plaster	H & V	30 F. C.	As Required	
	Operations Offices	VAT	Glazed Block	Glazed Block	Metal Pan	IIVAC	35 F.C.	As Required	
	Storage Areas	Concrete Fill	Glazed Block	Glazed Block	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Bay Room	Concrete Fill	Glazed Block	Glazed Block	Exposed Concrete Structure	H & V	40 F.C.	Power to Distribution Panel for Sort Equipment	
CONCOURSE LEVEL	Concourses	Terrazzo	Metal	Plaster	Metal Pan	IIVAC	25 F.C.	As Required	
	Club Rooms	Terrazzo	Metal	Plaster	Metal Pan	IIVAC	35 F.C.	As Required	
	Passenger Relations	Terrazzo	Metal	Plaster	Metal Pan	IIVAC	25 F.C.	As Required	



**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, September 13, 1989.

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

Your Committee on Beautification and Recreation, having had under consideration 36 orders (which were referred on July 19, 1989) authorizing and directing the Commissioner of Public Works to grant permission for the conduct of carnivals, sidewalk sales and special events, begs leave to report and 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) EUGENE C. SCHULTER,  
*Chairman.*

On motion of Alderman Schulter, 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*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.

*Casa Puertorriquena.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Casa Puertorriquena, 3445 West North Avenue, for the conduct of the second annual festival/carnival on West Luis Munoz Marin Drive, from North Humboldt Boulevard to West LeMoyné Drive from August 23 through August 27, 1989.

---

*Immaculate Heart Of Mary Church.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Immaculate Heart of Mary Church, 3834 North Spaulding Avenue, for the conduct of a carnival and/or street fair on North Spaulding Avenue in the 3800 block and also on parish grounds, for the period of August 23 through August 27, 1989, in accordance with the City's carnival ordinance, Sections 34-49.1 through 34-49.4; 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 therefor by said carnival ordinance.

---

*Saint Demetrios Greek Orthodox Church.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Saint Demetrios Greek Orthodox Church, 2727 West Winona Avenue, for the conduct of a carnival and/or street fair on West Winona Avenue between North California Avenue and North Washtenaw Avenue, for the period of August 20 through August 28, 1989, in accordance with the City's carnival ordinance, Sections 34-49.1 through 34-49.4; 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 therefor by said carnival ordinance.

*Santa Lucia Parish.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Santa Lucia Parish, 3022 South Wells Street, for the conduct of a carnival and/or street fair on South Wells Street, between West 30th and West 31st Streets, for the period of July 25 through July 31, 1989, in accordance with the City's carnival ordinance, Sections 34-49.1 through 34-49.4; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street(s) affected, as provided therefor by said carnival ordinance.

---

*Ms. Gwendolyn Burrell/Westside Health Planning Organization  
And Westside Alive.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Gwendolyn Burrell, Westside Health Planning Organization and Westside Alive, for the conduct of a carnival/festival on West Jackson Boulevard, from South Central Avenue to South Menard Avenue, September 6, 1989 through September 10, 1989.

---

*34th Ward Youth Foundation.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to issue a permit to the 34th Ward Youth Foundation, 507 West 111th Street, for the conduct of a carnival and/or street fair on South Wentworth Avenue, between West 114th and West 115th Streets, for the period of September 19 through September 24, 1989, in accordance with the City's carnival ordinance, Sections 34-49.1 through 34-49.4; 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.

## SIDEWALK SALES.

*Albany Park Chamber Of Commerce.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Albany Park Chamber of Commerce, 4745 North Kedzie Avenue, for the conduct of a festival and sidewalk sale on West Lawrence Avenue (both sides) between North Troy Street and North Pulaski Road; and on North Kedzie Avenue (both sides) between West Wilson Avenue and West Ainslie Street, for the period of August 17 through August 20, 1989, during the hours of 9:00 A.M. and 8:00 P.M. each day; and also grant permission to close to traffic North Sawyer Avenue between 4750 and 4800.

---

*Mr. Donald Lord/Chernin's Shoes.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Donald Lord, President, Chernin's Shoes, 606 -- 612 West Roosevelt Road, for the conduct of a sidewalk sale for the period of July 13 through July 16, 1989, during the hours of 9:00 A.M. and 6:00 P.M. each day.

---

*Edgewater Chamber Of Commerce.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Edgewater Chamber of Commerce, 1112 West Bryn Mawr Avenue, for the conduct of a sidewalk sale on both sides of West Bryn Mawr Avenue, between North Sheridan Road and North Broadway, for the period of July 20 through July 21, 1989, from 10:00 A.M. to 7:00 P.M. each day and July 22, 1989 from 10:00 A.M. to 5:00 P.M.

---

*M.A.C.C./Milwaukee Avenue Chamber Of Commerce.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to M.A.C.C./Milwaukee Avenue Chamber of Commerce, 1309 North Ashland Avenue, for the conduct of a sidewalk sale on both sides of North Milwaukee

Avenue, between West Division Street and West North Avenue and adjoining side streets in this vicinity, for the period of August 3 through August 6, 1989, during the hours of 9:00 A.M. and 9:00 P.M. each day.

---

*Milwaukee-Diversey Chamber Of Commerce.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Milwaukee-Diversey Chamber of Commerce, 2956 North Milwaukee Avenue, for the conduct of a sidewalk sale for the period of July 13 through 16, 1989; and August 25 through 27, 1989, on North Milwaukee Avenue (both sides) from 2600 to 3200; West Diversey Avenue (both sides) from 3300 to 3500; and North Pulaski Road (both sides) from 3000 to 3100, during the hours of 8:00 A.M. and 10:00 P.M. each day.

---

*Northtown Chamber Of Commerce.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Northtown Chamber of Commerce, 2400 West Devon Avenue, for the conduct of a sidewalk sale for the period of August 17 through August 20, 1989, on West Devon Avenue (both sides) between North Bell Avenue and North Kedzie Avenue, during the hours of 8:00 A.M. and 6:00 P.M. each day.

---

*Rogers Park Chamber Of Commerce And Industry.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Rogers Park Chamber of Commerce and Industry, 7001 North Clark Street, for the conduct of a sidewalk sale on North Clark Street (both sides) between West Devon Avenue and West Touhy Avenue; North Sheridan Road (both sides) between West Devon Avenue and West Albion Avenue; and on West Morse Avenue (both sides) between North Glenwood Avenue and North Ashland Avenue, for the period of July 20 through July 23, 1989, during the hours of 10:00 A.M. and 8:00 P.M. each day.

*Mr. Charles Brock/Roseland Business Development Council.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Charles Brock, Roseland Business Development Council, 11145 South Michigan Avenue for the conduct of a sidewalk sale on South Michigan Avenue, from 110th Street to 114th Street on July 20, 1989 from 10:00 A.M. to 4:30 P.M.; July 21, 1989 from 10:00 A.M. to 5:00 P.M.; July 22, 1989 from 10:00 A.M. to 5:00 P.M. and July 23, 1989 from 10:00 A.M. to 4:30 P.M.

---

*Mr. George Kyros/United Business Association.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to George Kyros, United Business Association, 809 East 63rd Street for the conduct of the United Business Association Merchants annual sidewalk sale on East 63rd Street, from South Cottage Grove Avenue to South Drexel Avenue on July 22, 1989 through August 1, 1989 (no Sundays) during the hours of 9:00 A.M. until 8:00 P.M.

---

**STREET FAIRS.**

*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 Governor's Association annual meeting and festival on Superior Street, between Orleans and Wells; Franklin Street, at Chicago Avenue and Huron Street, July 29, 1989 through July 31, 1989 as follows:

Superior Street, between Orleans and Wells Streets, close streets continuously -- July 29, 1989 through July 31, 1989 -- (beginning at 6:00 A.M. July 29, 1989, until 1:00 A.M. July 31, 1989) and Franklin Street, at Chicago Avenue and Huron Street -- July 30, 1989 from 6:00 A.M. until 12:00 Midnight.



*Mr. Douglas Hartshorne.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Douglas Hartshorne, 2651 South Central Park for the conduct of the annual Augustfest celebration for Blessed Agnes Parish on South Central Park, from 2600 South to 2700 South on August 25, 1989 from 9:00 A.M. to 12:00 Midnight, August 26, 1989 from 12:01 A.M. until 12:00 Midnight and August 27, 1989 from 12:01 A.M. until 10:00 P.M.

---

*Ms. Yvette Young/Lafayette Plaza  
Housing Cooperative.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Yvette Young, Lafayette Plaza Housing Cooperative, 50 West 71st Street for the conduct of a neighborhood festival on South Vincennes Avenue, from West 70th Street to West 71st Street on August 12, 1989 through August 13, 1989, during the hours of 12:00 Noon to 8:00 P.M.

---

*Mr. Karl Laschet.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Karl Laschet, 2119 West Irving Park Road, for the conduct of Germanfest on West Leland Avenue, from North Lincoln Avenue to North Western Avenue and North Lincoln Avenue, from West Leland Avenue to West Eastwood Avenue at 10:00 A.M. on Friday, September 15, 1989 to 10:00 A.M. Monday, September 18, 1989.

---

*Near Northwest Civic Committee, Incorporated.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Near Northwest Civic Committee, Incorporated, 1329 West Grand Avenue, between North Noble Street and North Armour Street, for the period of July 29 through July 30, 1989, from 12:00 Noon to dusk each day, for the conduct of the 1st Annual Hubbard Street Art Fair.

*North Halsted Merchants Association.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the North Halsted Merchants Association, 3171 North Halsted Street, for the conduct of their annual street fair on North Halsted Street, between West Belmont Avenue and West Addison Street; West Cornelia Avenue, between North Halsted Street and a point 150 feet east thereof; and West Buckingham Place, between North Halsted Street and a point 150 feet east thereof, for the period of August 5 through August 6, 1989, during the hours of 8:00 A.M. and 10:00 P.M. each day.

---

*Ms. Dora Salinas.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Dora Salinas, 1625 West North Avenue for the conduct of a festival (on private property) on Humboldt Street, from North Avenue to Wabansia Avenue, July 24, 1989 through July 30, 1989 during the hours of 8:00 A.M. to 11:00 P.M.

---

*Ms. Jeannine Smentek.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Jeannine Smentek, 4921 West Irving Park Road for the conduct of the Portage Park Chamber of Commerce Arts and Crafts Fair on North Cicero Avenue, from 3900 North to 4100 North; North Milwaukee Avenue, 3900 North to 4100 North; and West Irving Park Road, 4700 West to 4920 West on Saturday, August 26, 1989 through Sunday, August 27, 1989 during the hours of 9:00 A.M. to 7:00 P.M.

---

*Mr. Charlie Soo.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Charlie Soo, 5023 North Broadway, for the conduct of the Argyle Festival on Argyle Street, from Broadway to Sheridan Road on August 20, 1989 during the hours of 10:00 A.M. to 8:00 P.M. (dusk).

*87th Street Stony Island Businessmen's Association.*

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the 87th Street Stony Island Businessmen's Association for the conduct of the Stony Island Businessmen's Association Festival, July 27, 1989 through July 30, 1989 during the hours of 9:00 A.M. until 9:00 P.M., as follows:

East 89th Street	From South Jeffery to South Merrill Avenues;
East 88th Street	From South Clyde to South Merrill Avenues;
South Paxton Avenue	From 8700 south to 8900 south;
South Merrill Avenue	From 8700 south to 9000 south;
South Chappel Avenue	From 8900 south to 9000 south;
South Clyde Avenue	From 8700 south to 9000 south; and
South Chappel Avenue	From 8600 south to 8700 south.

---

**STREET CLOSINGS.**

*Chicago Bulls.*

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Chicago Bulls, 980 North Michigan Avenue, Suite 1600, to close to traffic for the conduct of the Chicago Bulls 3 on 3 Basketball Tournament, the following areas:

East Illinois Street, between North Fairbanks Court and North Peshtigo Court; and North McClurg Court, between East Grand Avenue and East Illinois Street, for the period of July 29 through July 30, 1989, during the hours of 5:00 A.M. and 6:00 P.M., each day; also

North McClurg Court, between East Illinois Street and East North Water Street; and North New Street, between East Illinois Street and North Water Street, from 12:01 A.M. on Saturday, July 29 to 6:00 P.M. on Sunday, July 30, 1989.

---

*Citizens For Thompson.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Citizens for Thompson, c/o Kim Blackwell Fox, Executive Director, 18 South Michigan Avenue, Suite 1108, to close to traffic North McClurg Court, 50 yards south of East Illinois Street to East North Water Street; and East North Water Street, from North McClurg Court to North Fairbanks Court, on Thursday, September 7, 1989, for the conduct of "Big Jim's 4th Annual Block Party" during the hours of 12:00 Noon to 11:00 P.M.

---

*Mr. Joseph Kilroy.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Joseph Kilroy, 450 West 46th Street, to close to traffic South Normal Avenue, between West 45th and West 46th Streets, from 5:00 P.M. to 9:30 P.M. each day for the period of July 10 through August 31, 1989, for the Canaryville Little League recreational purposes.

---

*Ms. Carole Pooler.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Carole Pooler, 11310 South St. Lawrence Avenue, to close to traffic East 112th Street, between South St. Lawrence Avenue and South Forrestville Avenue; South St. Lawrence Avenue, between East 111th Street and East 112th Street; and South Forrestville Avenue, between East 111th Street and East 112th Street, for the conduct of the Pullman Art Fair for the period of August 5 through August 6, 1989, from 9:00 A.M. to 7:00 P.M. each day.

*Mr. Rick Staback/United States Triathlon.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Rick Staback/United States Triathlon, to close to traffic the north half of East Grand Avenue, between lower Lake Shore Drive and Columbus Drive from 12:01 A.M. to 5:00 P.M.; and the south half of East Grand Avenue, between lower Lake Shore Drive and Columbus Drive from 1:00 A.M. to 5:00 P.M., on Sunday, July 9, 1989, in conjunction with the 1989 Bud Light U.S.T.S. Triathlon.

---

MISCELLANEOUS.

*Mr. Joseph Kilroy.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Joseph Kilroy, 450 West 46th Street, for the conduct of Canaryville Little League on South Normal Avenue, from West 46th Place to West 46th Street on July 10, 1989 through August 31, 1989 during the hours of 5:30 P.M. to 9:03 P.M.

---

*Ms. Cyretta Lee.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Cyretta Lee for the conduct of the annual vacation church school on East 62nd Street, from South Langley Avenue to South Evans Avenue from July 10, 1989 through July 14, 1989 during the hours of 10:00 A.M. to 11:30 A.M.

---

*Mr. Melvin Bronson/North Hoyne Wesleyan Church.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Melvin Bronson, North Hoyne Wesleyan Church, 2108 West Iowa Street, for the conduct of a children's program on the 900 block of North Hoyne Avenue, August 14, 1989 through August 20, 1989, during the hours of 5:50 P.M. to 6:30 P.M.

*Ms. Nadine Nolen.*

**Ordered,** That the Commissioner of Public Works is hereby authorized and directed to grant permission to Nadine Nolen, 8800 South Stony Island Avenue, for the conduct of the opening and welcoming ceremony for Sigma Gamma Rho Sorority on South Stony Island Avenue (8800 south to 8820 south) (parking lane/sidewalk only) on Saturday, July 22, 1989, during the hours of 12:00 Noon until 4:00 P.M.

---

*Reverend Paul Southerland.*

**Ordered,** That the Commissioner of Public Works is hereby authorized and directed to grant permission to Reverend Paul Southerland, 6920 South Harper Avenue, for the conduct of the Redeeming Church of Christ Annual Convention on East 69th Street and South Harper Avenue; East 69th Place and South Harper Avenue on July 17, 1989 through July 21, 1989, during the hours of 7:00 A.M. to 8:00 P.M.

---

*Windy City Wheelmen.*

**Ordered,** That the Commissioner of Public Works is hereby authorized and directed to grant permission to Windy City Wheelmen, 4836 North Kostner Avenue, for the conduct of the F.A.M.A. W.C.W. Bicycle Race on West Fullerton Avenue (north side) from North Pulaski Road to North Keeler Avenue; North Keeler Avenue (both sides) from West Fullerton Avenue to West Wrightwood Avenue; West Wrightwood Avenue (both sides) from North Keeler Avenue to North Pulaski Road (west side) from West Wrightwood Avenue to West Fullerton Avenue; North Pulaski Road (west side) from West Wrightwood Avenue to West Fullerton Avenue on September 4, 1989, during the hours of 8:30 A.M. to 5:00 P.M.

COMMITTEE ON THE BUDGET AND  
GOVERNMENT OPERATIONS.

---

REPEAL OF ORDINANCE WHICH CREATED NAVY PIER  
DEVELOPMENT AUTHORITY.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on the Budget and Government Operations, having had under consideration a substitute ordinance authorizing the repeal of an ordinance passed October 26, 1988 (C.J.P. pages 18859 - 18863) necessary for the transfer of the responsibilities of the Navy Pier Development Authority to the Metropolitan Pier and Exposition Authority, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute 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 Burke, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Bloom, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Sheahan, Jones, Krystyniak, Henry, Soliz, Gutierrez, Butler, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, M. Smith, Orr -- 32.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Steele, Carter, Langford, J. Evans, E. Smith, Davis, Figueroa, Shiller, Stone -- 12.

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

The following is said ordinance as passed:

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

SECTION 1. The Navy Pier Development Authority is hereby abolished and the ordinance creating the Authority (City Council Journal of Proceedings, October 26, 1988, pages 18859 through 18863) is hereby repealed.

SECTION 2. All books, records and other documents of the Navy Pier Development Authority shall be delivered immediately to the Metropolitan Pier and Exposition Authority.

SECTION 3. This ordinance shall take effect upon its passage.

---

**SUPPLEMENTAL APPROPRIATION TO 1989 ANNUAL APPROPRIATION  
ORDINANCE TO PERMIT PURCHASE OF EQUIPMENT FOR  
DEPARTMENTS OF POLICE, FIRE AND STREETS  
AND SANITATION.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to the 1989 Annual Appropriation Ordinance in the Finance General -- Corporate Fund necessary for Police, Fire, and Streets and Sanitation 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 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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

*Nays* – None.

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

The following is said ordinance as passed:

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

WHEREAS, The purchase of necessary equipment for its governmental functions and the management of its finances are matters pertaining to the government and affairs of the City of Chicago; and

WHEREAS, By ordinance passed on February 4, 1986 and published at pages 26885 et seq. of the Journal of Proceedings of the City Council of said date (hereinafter "the 1986 Note Ordinance"), the City Council of the City of Chicago authorized the sale of City of Chicago General Obligation Tender Notes, Series 1986C (hereinafter "the 1986 Notes") for the purchase of capital equipment to be identified by subsequent ordinance; and

WHEREAS, Section 28(c) of the 1986 Note Ordinance provided that proceeds of the 1986 Notes should be deposited in the appropriate funds of the City until such purchases were made; and

WHEREAS, The City of Chicago has earned interest in the amount of \$74,534 on invested proceeds of the sale of the 1986 Notes in addition to amounts of such interest previously appropriated; and

WHEREAS, By ordinance passed on November 24, 1986 and published at pages 37208 et seq. of the Journal of Proceedings of the City Council of said date (hereinafter "the 1987 Note Ordinance"), the City Council of the City of Chicago authorized the sale of City of Chicago General Obligation Tender Notes, Series 1987C (hereinafter "the 1987 Notes") for the purchase of certain specified capital equipment; and

WHEREAS, Section 28(c) of the 1987 Note Ordinance provided that proceeds of the 1987 Notes should be deposited in the appropriate funds of the City until such purchases were made; and

WHEREAS, The City of Chicago has earned interest in the amount of \$465,000 on invested proceeds of the sale of the 1987 Notes in addition to amounts of such interest previously appropriated; and

WHEREAS, By ordinance passed on May 25, 1988 and published at pages 13945 et seq. of the Journal of Proceedings of the City Council of said date (hereinafter "the 1988 Note Ordinance"), the City Council of the City of Chicago authorized the sale of City of Chicago General Obligation Tender Notes, Series 1988C (hereinafter "the 1988 Notes") for the purchase of capital equipment to be identified by subsequent ordinance; and

WHEREAS, Section 3.01(c) of the 1988 Note Ordinance provided that proceeds of the 1988 Notes should be deposited in the appropriate funds of the City until such purchases were made; and

WHEREAS, The City of Chicago has earned interest in the amount of \$1,760,828 on invested proceeds of the sale of the 1988 Notes; and

WHEREAS, The earned interest on the 1988 Notes has never been appropriated; now, therefore,

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

SECTION 1. The sum of \$2,300,362, not previously appropriated, has become available to the City of Chicago from the following sources:

Interest earned on invested proceeds of sale of City of Chicago General Obligation Tender Notes, Series 1986C:	\$ 74,534
Interest earned on invested proceeds of sale of City of Chicago General Obligation Tender Notes, Series 1987C:	\$ 465,000
Interest earned on invested proceeds of sale of City of Chicago General Obligation Tender Notes, Series 1988C:	\$1,760,828

SECTION 2. The sum of \$2,300,362, not previously appropriated is hereby appropriated from Fund 100 -- Corporate for the year beginning January 1, 1989, for the purposes described in the attached Exhibit A, said amount being in addition to all amounts heretofore appropriated for the year beginning January 1, 1989, and the Annual Appropriation Ordinance for the year 1989, as heretofore amended, is hereby further amended as indicated in the attached Exhibit A.

SECTION 3. For the purpose of expenditure and accounting control the appropriations made herein are made in accordance with the standard classification of accounts as provided in Section 7-13 of the Municipal Code.

SECTION 4. The Comptroller and the heads of all departments and other agencies of the City government shall administer the amounts appropriated by this ordinance by standard accounts as specified by code numbers and letters, designations of which may be amended by the Comptroller to suit the need of proper classification in accordance with the standard classification of accounts and with the official manual of the City of Chicago issued by the Department of Finance in which are specified the details of items chargeable to the respective accounts.

SECTION 5. This ordinance shall be in full force and effect ten days after its passage and publication.

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

*Exhibit "A".*

*Supplemental Appropriation For The Year 1989*

*And*

*Amendments To The 1989 Annual Appropriation Ordinance.*

Code	Item And Description	Strike Amount	No.	Insert Amount	No.
------	----------------------	------------------	-----	------------------	-----

Fund 100 -- Corporate

Estimates Of Assets And  
Liabilities As Of January 1,  
1989, And Estimates Of The  
Amount Of Such Assets And  
Revenue Which Are Appropriable  
For The Year 1989

Detail of Corporate Revenue  
Estimates for 1989

Code	Item And Description	Strike		Insert	
		Amount	No.	Amount	No.
	Interest Income	\$ 14,137,436		\$ 16,437,798	
	Total Revenue -- Corporate Fund	1,527,997,660		1,530,298,022	
	Department of Finance -- General 100-99-2005				
.0453	For purchase of vehicles for use by the Police Department			655,000	
.0454	For purchase of trees			105,362	
.0455	For the rehabilitation of two fire pumpers			160,000	
.0456	For the upgrade of the IBM Mainframe computer			1,100,000	
.0457	For the purchase of automation equipment for Police Areas and Districts			280,000	
	FUND TOTAL:	\$1,527,997,660		\$1,530,298,022	

---

AMENDMENT TO 1989 ANNUAL APPROPRIATION ORDINANCE IN  
FINANCE GENERAL -- CORPORATE FUND AND DEPARTMENT  
OF LAW NECESSARY TO ESTABLISH ACCOUNTS  
AND TRANSFER CERTAIN FUNDS,  
ET CETERA.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to the 1989 Annual Appropriation Ordinance, as amended, in Finance General -- Corporate Fund and the Department of Law, to establish accounts and transfer funds necessary for specific 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 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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The Annual Appropriation Ordinance for the year 1989 as amended is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated, as indicated in the attached Exhibit "A".

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

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

*Exhibit "A".*

100 -- Department Of Law -- 1989

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		Finance General -- Corporate Fund		
260	.0007	General Pay Increases	\$35,000,000	\$31,233,397
		Department Of Law -- 31-2005		
71	.0130	Postage	\$ 20,200	\$ 32,200
	.0140	Professional and Technical Services	\$ 1,060,000	\$4,125,643
	.0143	Court Reporting	\$ 750,000	\$ 800,000
	.0152	Advertising	\$ 100,000	\$ 220,000
	.0154	Communications Hardware	\$ 30,000	\$ 56,060
	.0162	Repair and Maintenance of Equipment	\$ 43,800	\$ 72,900
	.0169	Technical Meeting Costs	\$ 15,000	\$ 33,500
	.0178	Freight and Express Charges	\$ 5,000	\$ 7,000
	.0184	Electricity	\$ 25,000	\$ 28,300

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
	.0186	Telephone	\$161,000	\$195,500
	.0348	Books and Related Materials	\$ 45,000	\$ 67,800
	.0350	Stationery and Office Supplies	\$100,000	\$123,300
	.0556	Office Space Improvements	\$ 600	\$ 5,000
	.0424	Furniture and Furnishings	-0-	\$200,000
	.0440	Machinery and Equipment	-0-	\$ 60,000
	.0446	Hardware	-0-	\$ 95,000

---

**TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN  
DEPARTMENT OF PUBLIC WORKS (BUREAU OF  
PARKING ENFORCEMENT).**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds in the Department of Public Works, 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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1989. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1989 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
Postage	100	83-2066	0130	\$125,000.00
For Professional and Technical Services for Data Processing, Word Processing, Office Automation and Data Communications Functions	100	83-2066	0138	\$200,000.00
Professional and Technical Services	100	83-2066	0140	\$125,000.00



TO:

Purpose	Fund	Code Department	Account	Amount
Operation, Repair or Maintenance of Facilities	100	83-2068	0161	\$450,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations of the Department of Public Works during the year 1989.

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

---

**TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN  
DEPARTMENT OF PUBLIC WORKS.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds in the Department of Public Works, 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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

*Nays* -- None.

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

The following is said ordinance as passed:

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

**SECTION 1.** The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1989. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1989 payable from such appropriations:

**FROM:**

Purpose	Fund	Code Department	Account	Amount
Salaries and Wages on Payroll	300	83-2045	0005	\$108,000

**TO:**

Purpose	Fund	Code Department	Account	Amount
Lease Purchase Agreement for Equipment and Machinery	300	83-2045	0159	\$108,000

**SECTION 2.** The sole purpose of this transfer of funds is to provide funds to meet necessary obligations of the Department of Public Works during the year 1989.

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

TRANSFER OF APPROPRIATED FUNDS AUTHORIZED  
WITHIN POLICE BOARD.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds within the Police Board, 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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

*Nays* -- None.

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

The following is said ordinance as passed:

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

**SECTION 1.** The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1989. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1989 payable from such appropriations:

**FROM:**

Purpose	Fund	Code Department	Account	Amount
Salaries and Wages on Voucher	100	55-2005	0010	\$900.00

**TO:**

Purpose	Fund	Code Department	Account	Amount
Furniture and Furnishings	100	55-2005	0424	\$900.00

**SECTION 2.** The sole purpose of this transfer of funds is to provide funds to meet necessary obligations of the Police Board during the year 1989.

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

---

**TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN  
CITY COUNCIL COMMITTEE ON ZONING.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds in the City Council Committee on Zoning, 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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schalter, M. Smith, Orr, Stone -- 49.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1989. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1989 payable from such appropriations:

## FROM:

Purpose	Fund	Code Department	Account	Amount
For Travel	100	15-2170	0200	\$5,000.00

## TO:

Purpose	Fund	Code Department	Account	Amount
For Commodities and Materials	100	15-2170	0300	\$5,000.00

**SECTION 2.** The sole purpose of this transfer of funds is to provide funds to meet necessary obligations of the City Council Committee on Zoning during the year 1989.

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

---

**TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN  
CITY COUNCIL LEGISLATIVE REFERENCE BUREAU.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds in the City Council Legislative Reference Bureau, 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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone – 49.

*Nays* – None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1989. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1989 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Contractual Services	100	15-2195	0100	\$2,300.00

TO:

Purpose	Fund	Code		Amount
		Department	Account	
For Personal Services	100	15-2195	0000	\$2,300.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations of the City Council Legislative Reference Bureau during the year 1989.

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

---

**TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN  
CITY COUNCIL COMMITTEE ON BEAUTIFICATION  
AND RECREATION.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds in the City Council Committee on Beautification and Recreation, 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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

*Nays* -- None.

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

The following is said ordinance as passed:

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

**SECTION 1.** The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1989. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1989 payable from such appropriations:

**FROM:**

Purpose	Fund	Code		Amount
		Department	Account	
For Personal Services	100	15-2025	0000	\$2,000.00

**TO:**

Purpose	Fund	Code		Amount
		Department	Account	
For Contractual Services	100	15-2025	0100	\$2,000.00

**SECTION 2.** The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Beautification and Recreation during the year 1989.

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

---

TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN  
CITY COUNCIL COMMITTEE ON EDUCATION.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds in the City Council Committee on Education, 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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

*Nays* -- None.

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

The following is said ordinance as passed:

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

**SECTION 1.** The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1989. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1989 payable from such appropriations:

**FROM:**

Purpose	Fund	Code Department	Account	Amount
For				
Contractual Services	100	15-2060	0100	\$3,000.00

**TO:**

Purpose	Fund	Code Department	Account	Amount
For Personal Services	100	15-2060	0000	\$3,000.00

**SECTION 2.** The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Education during the year 1989.

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

---

**TRANSFER OF APPROPRIATED FUNDS AUTHORIZED  
WITHIN BOARD OF ETHICS.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds within the Board of Ethics, 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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1989. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1989 payable from such appropriations:

## FROM:

Purpose	Fund	Code Department	Account	Amount
Salaries and Wages on Payroll	100	78-2005	0005	\$4,000

## TO:

Purpose	Fund	Code Department	Account	Amount
Professional and Technical Services	100	78-2005	0140	\$4,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations of the Board of Ethics during the year 1989.

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

---

**TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN  
CORPORATE FUND - FINANCE GENERAL.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds in Finance General -- Corporate Fund, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1989. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred for the year 1989 payable from such appropriations:

FROM:

Purpose	Fund	Code		Account	Amount
		Department			
Cost of Issuance for Daily Tender Notes	100	99-2005		0957	\$350,000

TO:

Purpose	Fund	Code Department	Account	Amount
Cost of Claims and Administration for Hospital and Medical Care Provided to Eligible Employees	100	99-2005	0042	\$350,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the Corporate Fund -- Finance General for the year 1989.

SECTION 3. This ordinance shall be in full 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, September 13, 1989.

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

Your Committee on the Budget and Government Operations, having had under consideration seven 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, Garcia, 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, Schulter, M. Smith, Orr, Stone – 50.

*Nays* – None.

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

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

*Portion Of North Ada Street.*

*Ordered*, That the Commissioner of Water is hereby authorized to install water mains in North Ada Street, from West Huron Street to West Chicago Avenue: 638 feet of 8-inch ductile iron water main, at the total estimated cost of \$110,257.88 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00818.

---

*Portion Of South Emerald Avenue.*

*Ordered*, That the Commissioner of Water is hereby authorized to install water mains in South Emerald Avenue, from 6 feet N.N.L. of West 59th Street to 480 feet S.S.L. of West 59th Street: 550 feet of 8-inch ductile iron water main, at the total estimated cost of \$88,214.74 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00780.



*Portion Of South Hamlin Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in South Hamlin Avenue, from West 107th Street to West 106th Street: 720 feet of 8-inch ductile iron water main, at the total estimated cost of \$125,317.15 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00806.

---

*Portion Of South Harvard Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in South Harvard Avenue, from West 72nd Street to West 75th Street: 2,033 feet of 8-inch ductile iron water main, at the total estimated cost of \$325,729.40 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00813.

---

*Portion Of South Houston Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in South Houston Avenue, from East 133rd Street to South Brainard Avenue: 1,246 feet of 8-inch ductile iron water main, at the total estimated cost of \$217,409.58 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00814.

---

*Portion Of North Kilbourn Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in North Kilbourn Avenue, from West Cortland Street to 208 feet S.S.L. of West Cortland Street: 263 feet of 8-inch ductile iron water main, at the total estimated cost of \$48,340.83 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00804.

---

*Portion Of North Paulina Street.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in North Paulina Street, from West Bloomingdale Avenue to West Cortland Street: 836 feet of 8-inch ductile iron water main, at the total estimated cost of \$162,792.89 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00816.

---

**REPROGRAMMING OF YEAR XV COMMUNITY DEVELOPMENT BLOCK  
GRANT FUNDS FROM DEPARTMENT OF PUBLIC WORKS  
(NOT-FOR-PROFIT FACILITIES REHABILITATION  
PROGRAM) TO DEPARTMENT OF HOUSING  
(HOUSING ACTION GRANT PROGRAM).**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 13, 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 XV Community Development Block Grant funds from the Department of Public Works' Not-For-Profit Facilities Rehabilitation Program to the Department of Housing's Housing Action Grant Program, in the amount of \$25,000.00, 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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

*Nays* -- Alderman Davis -- 1.

Alderman Banks 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 appropriated \$8,090,922 in C.D.B.G. Year XV for the Department of Public Works; and

WHEREAS, The City has allocated \$25,000 to the Near North Development Corporation as a delegate agency under the Private Not-For-Profit Facility Rehabilitation and Historical Renovation Program administered by the Department of Public Works; and

WHEREAS, The Commissioners of the Department of Public Works and the Department of Housing concur that the aforementioned delegate agency's contractual workplan would be more appropriately administered under the Department of Housing's Housing Action Grant Program; now, therefore,

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

SECTION 1. The Near North Development Corporation delegate agency and \$25,000 in Community Development Block Grant Year XV funds will be reprogrammed from the

Department of Public Works' Private Not-For-Profit Facility Rehabilitation Program to the Department of Housing's Housing Action Grant Program.

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

---

REPROGRAMMING OF YEAR XV COMMUNITY DEVELOPMENT  
BLOCK GRANT FUNDS FROM SAMCOR TO WRIGHTWOOD  
IMPROVEMENT ASSOCIATION WITHIN DEPARTMENT  
OF HOUSING (HOUSING ACTION  
GRANT PROGRAM).

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 13, 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 XV Community Development Block Grant Funds from SAMCOR to the Wrightwood Improvement Association within the Department of Housing's Housing Action Grant Program, in the amount of \$20,000.00, 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 14 members of the committee with 7 dissenting votes.

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, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schalter, M. Smith, Stone -- 41.

**Nays** -- Aldermen T. Evans, Bloom, Carter, Langford, Davis, Giles, Shiller, Orr -- 8.

Alderman Banks 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 \$1,237,374 of Year XV Community Development Block Grant funds for the Housing Action Grant Program under the Department of Housing; and

**WHEREAS**, \$25,000 was allocated within the Housing Action Grant program to fund a contract between the City and SAMCOR Development Corporation; and

**WHEREAS**, The Commissioner of the Department of Housing requests the reprogramming of \$20,000 from the SAMCOR allocation to the Wrightwood Improvement Association, as SAMCOR has declined to contract with the City in the C.D.B.G. Year XV Housing Action Grant Program; now, therefore,

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

**SECTION 1.** SAMCOR Development Corporation delegate agency and \$20,000 in Community Development Block Grant Year XV funds will be reprogrammed from SAMCOR to the Wrightwood Improvement Association within the Department of Housing's Housing Action Grant Program.

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

AMENDMENT OF MUNICIPAL CODE CHAPTER 8, SECTION 8-22  
AND CHAPTER 8.3, SECTION 8.3-3 BY SPECIFYING  
JURISDICTION OF COMMISSIONER OF SEWERS  
OVER SEWER WORKS PROJECTS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on the Budget and Government Operations, having had under consideration a substitute ordinance concerning an amendment to Chapter 8, Section 8-22 and Chapter 8.3, Section 8.3-3 of the Municipal Code within the Department of Sewers relating to the planning, design and construction of sewer works projects, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute 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 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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 49.

*Nays* -- None.

Alderman Banks 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. Sections 8-22 and 8.3-3 of the Municipal Code of Chicago are hereby amended by deleting the language in brackets and adding the language in italics as follows:

8-22. There is hereby established a Bureau of Engineering which shall be under the jurisdiction and control of the Commissioner of Public Works. [Said] *Except as provided otherwise in Section 8.3-3 of this Code, the* Bureau shall have control of the planning, design and construction of all capital works undertaken by the City of Chicago. [Said] *The* bureau shall embrace such engineers, inspectors, clerks, accountants and other employees as the City Council may provide by annual appropriation ordinance.

8.3-3. It shall be the duty of the Commissioner of Sewers, subject to the provisions hereof and the ordinances of the City, to take special charge and superintendence of the following: The operation and maintenance of all public sewers and works pertaining thereto and all sewerage permits and licenses; the extension, installation, repair or relocation of sewer pipes; *the planning, design, construction or improvement of sewer and sewer works projects, including projects undertaken pursuant to contracts with the City;* the making of recommendations with respect to street grades to the City Council from time to time as the requirements of the City and public improvements being made therein may demand; the establishing of the city bench marks from and referring to city datum and after they have been confirmed by the City Council; the making and keeping of a record of all street grades established by the City Council; the designation from among the corps of engineers in his department of an experienced engineer to be known as the bench engineer whose duty it shall be to establish and record city standard bench monuments and their precise elevations.

SECTION 2. This ordinance shall take effect upon its passage.

---

**Action Deferred -- AMENDMENT OF MUNICIPAL CODE BY REPEAL  
OF CHAPTER 19 AND CHAPTER 25, SECTIONS 25-42  
THROUGH 25-49 AND CREATION OF NEW  
CHAPTER 19 ENTITLED "OFFICE OF  
INSPECTOR GENERAL".**

The Committee on the Budget and Government Operations submitted the following report which was, on motion of Alderman Bloom, Alderman Figueroa and Alderman Orr, *Deferred* and ordered published:

CHICAGO, September 13, 1989.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the amendment of the Municipal Code by repealing the existing Chapter 19, and Chapter 25, Sections 42 through 49, inclusive, and by inserting a new Chapter 19 establishing the Office of Inspector General, and having been presented with a proposed substitute ordinance, and further having been presented with a revised substitute ordinance, 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.*

The said proposed revised substitute ordinance transmitted with the foregoing committee report reads as follows:

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

SECTION 1. The Municipal Code of Chicago is hereby amended by deleting existing Chapter 19 and inserting a new Chapter 19, entitled "Office of Inspector General," as follows:

*19-1. There is hereby established an office of the municipal government to be known as the Office of Inspector General, which shall include an Inspector General and such deputies, assistants and other employees as may be provided in the annual appropriation ordinance.*

*19-2. The Inspector General shall be appointed by the Mayor, subject to approval of the City Council, and shall have responsibility for the operation and management of the Office of Inspector General. He shall be appointed for a term of 4 years.*

*19-3. In addition to other powers conferred herein, the Inspector General shall have the following powers and duties:*

- (a) to receive and register complaints and information concerning misconduct, inefficiency and waste within the city government;*



- (b) *to investigate the performance of governmental officers; employees, functions and programs, either in response to complaint or on the Inspector General's own initiative, in order to detect and prevent misconduct, inefficiency and waste within the programs and operations of the city government;*
- (c) *to promote economy, efficiency, effectiveness and integrity in the administration of the programs and operations of the city government by reviewing programs, identifying any inefficiencies, waste and potential for misconduct therein, and recommending to the Mayor and the City Council policies and methods for the elimination of inefficiencies and waste, and the prevention of misconduct;*
- (d) *to report to the Mayor concerning results of investigations undertaken by the Office of Inspector General;*
- (e) *to request information related to an investigation from any employee, officer, agent or licensee of the city;*
- (f) *to conduct public hearings, at his discretion, in the course of an investigation hereunder;*
- (g) *to administer oaths and to examine witnesses under oath;*
- (h) *to issue subpoenas to compel the attendance of witnesses for purposes of examination and the production of documents and other items for inspection and/or duplication. Issuance of subpoenas shall be subject to the restrictions contained in Section 19-4.*
- (i) *to promulgate rules and regulations for the conduct of investigations and public hearings consistent with the requirements of due process of law and equal protection under the law.*

**19-4.** *The Inspector General shall issue subpoenas only if (a) he is conducting an investigation authorized by this chapter; and (b) the investigation relates to misconduct within the programs and operation of the city government by any person described in Section 19-5; and (c) the Inspector General has a reasonable belief that such misconduct has occurred; and (d) the testimony of the witness or the documents or items sought by the subpoena are relevant to the investigation. A subpoena shall be served in the same manner as subpoenas issued under the Rules of the Illinois Supreme Court to compel appearance of a deponent, and subject to the same witness and mileage fees fixed by law for such subpoenas.*

*A subpoena issued under this chapter shall identify the person to whom it is directed and the documents or other items sought thereby, if any, and the date, time and place for the appearance of the witness and production of the documents or other items described in*

*the subpoena. In no event shall the date for examination or production be less than seven days after service of the subpoena.*

*No later than the time for appearance or production required by the subpoena, the person to whom the subpoena is directed may object to the subpoena, in whole or in part. The objection shall be in writing, delivered to the Inspector General, and shall specify the grounds for the objection. For seven days after receipt of a timely objection to a subpoena, the Inspector General shall take no action to enforce the subpoena or to initiate prosecution of the person to whom the subpoena is directed. During this seven day period the Inspector General shall consider the grounds for the objection and may attempt to resolve the objection through negotiation with the person to whom the subpoena is directed. The seven day period may be extended by the Inspector General in order to allow completion of any negotiations. The extension shall be in writing addressed to the person to whom the subpoena is directed, and shall specify the date on which the negotiation period will end. Negotiations may include such matters as the scope of the subpoena and the time, place and manner of response thereto. The filing of an objection to a subpoena, and negotiations pursuant to an objection, shall not constitute refusal to comply with the subpoena, or interference with or obstruction of an investigation.*

*19-5. The powers and duties of the Inspector General shall extend to the conduct of the following: (a) except as limited in Section 19-5 herein, all elected and appointed officers of the city government in the performance of their official duties; (b) except as limited in Section 19-5 herein, all employees of the city government in the performance of their official duties; (c) all contractors and subcontractors in the providing of goods or services to the city pursuant to a contract; (d) business entities in seeking contracts or certification of eligibility for city contracts; and (e) persons seeking certification of eligibility for participation in any city program. Notwithstanding anything to the contrary contained herein, the Office of Inspector General shall have no power or authority over any member of the City Council, any employee or staff person of any member of the City Council or any employee or staff person of any City Council committee. If the Office of Inspector General receives any complaint alleging misconduct, inefficiency or waste against any member of the City Council or any employee or staff person of any City Council committee, the Inspector General shall promptly transmit said complaint to the Chairman of the City Council Committee on Committees, Rules and Ethics, or such successor committee having jurisdiction over said matters. The Committee on Committees, Rules and Ethics, or such successor committee, shall conduct an investigation of each complaint referred to it by the Office of Inspector General. Nothing in this section shall preclude the Inspector General from referring a complaint or information concerning a member of the City Council or any employee or staff person of any member of the City Council or any employee or any staff person of any City Council committee to the appropriate federal, state or local law enforcement authorities.*

*19-6. Upon conclusion of an investigation the Inspector General shall issue a summary report thereon. The report shall be filed with the Mayor, and may be filed with the head of each department or other agency affected by or involved in the investigation. The report shall include the following:*

- (a) *a description of any complaints or other information received by the Inspector General pertinent to the investigation;*
- (b) *a description of any illegal conduct, inefficiencies or waste observed or discovered in the course of the investigation;*
- (c) *recommendations for correction of any illegal conduct, inefficiencies or waste described in the report;*
- (d) *such other information as the Inspector General may deem relevant to the investigation or resulting recommendations.*

*19-7. The summary report shall not mention the name of any informant, complainant, witness or person investigated, except in the following instances:*

- (a) *where the copy of the report given to the head of any department or agency recommends disciplinary action against an employee of that agency;*
- (b) *where the copy of the report given to the Purchasing Agent makes recommendations concerning any contractor, subcontractor, applicant for a contract, or person seeking certification of eligibility for a contract;*
- (c) *where the copy of the report given to the head of a department or agency makes recommendations concerning a person seeking certification of eligibility for a program administered by the department or agency;*
- (d) *where the copy given to the Mayor recommends disciplinary action against the head or any employee of any executive department or agency.*

*19-8. If any investigation is not concluded within six months after its initiation, the Inspector General shall notify the Mayor of the general nature of the complaint or information giving rise to the investigation and the reasons for failure to complete the investigation within six months.*

*19-9. It shall be the duty of every officer, employee, department, agency, contractor, subcontractor and licensee of the city, and every applicant for certification of eligibility for a city contract or program, to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to this chapter. Every city contract and every bid, proposal, application or solicitation for a city contract, and every application for certification of eligibility for a city contract or program shall contain a statement that the person understands and will abide by all provisions of this chapter.*

*19-10. No person shall retaliate against, punish or penalize any other person for complaining to, cooperating with or assisting the Inspector General in the performance of*

his office. Any person who violates the provisions of this section shall be subject to a fine of not less than \$300 and not more than \$500 for each violation.

19-11. All investigatory files and reports of the Office of Inspector General shall be confidential and shall not be divulged to any person or agency, except to the United States Attorney, the Illinois Attorney General or the State's Attorney of Cook County, or as otherwise provided in this chapter. The Inspector General is authorized to issue public statements concerning: (a) an investigation that exonerates an individual who is publicly known to have been under investigation, where the subject requests such a statement; and (b) an investigation that concerns inefficient or wasteful management, as opposed to individual misconduct or illegality.

19-12. No later than the 15th day of January, April, July and October of each year, the Inspector General shall file with the City Council a report, accurate as of the last day of the preceding month, indicating: the number of investigations initiated since the date of the last report; the number of investigations concluded since the last report; and the number of investigations pending as of the reporting date. The report shall also include the number of investigations of the conduct of employees, the number of investigations of the conduct of appointed officials; the number of investigations of the conduct of elected officials; the number of investigations of the conduct of contractors, subcontractors and persons seeking city contracts; the number of investigations of the conduct of persons seeking certification of eligibility for city contracts or other city programs; the number of investigations involving alleged misconduct; the number of investigations involving alleged waste or inefficiency.

19-13. The Inspector General may be removed prior to the expiration of his term only for cause and in accordance with the provisions of this section. The Mayor shall give written notice (a) to the City Council of his intent to remove the Inspector General; and (b) to the Inspector General of the cause for his intended removal. Within 10 days after receipt of the notice, the Inspector General may file with the City Council a request for hearing on the cause for removal. If no such request is made within 10 days, the Inspector General shall be deemed to have resigned his office as of the tenth day after receipt of the notice of intended removal. If such a request is made, the City Council shall convene a hearing on the cause for removal of the Inspector General, at which the Inspector General may appear, be represented by counsel and be heard. The hearing shall be convened within 10 days after receipt of the request therefor and conclude within 14 days thereafter. The Mayor's notice of intended removal shall constitute the charge against the Inspector General. Removal of the Inspector General for cause after the hearing shall require the affirmative vote of a majority of the members of the City Council then holding office.

19-14. No person shall willfully refuse to comply with a subpoena issued by the Inspector General, or otherwise knowingly interfere with or obstruct an investigation authorized by this chapter and conducted by an announced investigator of the Office of Inspector General. Any person who willfully violates the provisions of this section shall be subject to a fine of not less than \$300 and not more than \$500 for each such offense, or imprisonment for a period of not less than 30 days and not more than six months, or both a fine and imprisonment. Each day that a violation continues shall constitute a separate and distinct offense. Actions seeking the imposition of a fine only shall be filed as quasi-

*criminal actions subject to the provisions of the Illinois Code of Civil Procedure, as amended. Actions seeking incarceration, or incarceration and a fine, shall be filed and prosecuted as misdemeanor actions under the procedure set forth in Section 1-2-1.1 of the Illinois Municipal Code, as amended.*

*19-15. Neither the Inspector General nor any employee of the Office of Inspector General shall engage in any political activity as defined in Chapter 26.2 of the Municipal Code.*

*19-16. Any employee or appointed officer of the city who violates any provision of this chapter shall be subject to discharge (or such other discipline as may be specified in an applicable collective bargaining agreement) in addition to any other penalty provided in this chapter.*

*19-17. If any provision, clause, section, part or application of this chapter to any person or circumstance is declared invalid by any court of competent jurisdiction, such invalidity shall not affect, impair or invalidate the remainder hereof or its application to any other person or circumstance. It is hereby declared to be the legislative intent of the City Council that this chapter would have been adopted had such invalid provisions, clause, section, part or application not been included herein. Nothing contained in this chapter is intended otherwise to alter or amend the rights or obligations of the city or any person affected by this ordinance.*

**SECTION 2.** The Executive Director of the Office of Municipal Investigation shall assemble the records, papers and reports of that office and shall deliver them to the Office of Inspector General upon the effective date of Section 1 of this ordinance. The Inspector General shall be responsible for completion of investigations undertaken by the Office of Municipal Investigation and incomplete as of the date of the delivery of pertinent records to the Office of Inspector General.

**SECTION 3.** Chapter 25 of the Municipal Code of Chicago is hereby amended by repealing Sections 25-42 through 25-49, inclusive.

**SECTION 4.** Sections 1 and 3 of this ordinance shall be in full force and effect 10 days after its passage and publication. Section 2 of this ordinance shall take effect on its passage and approval.

**COMMITTEE ON BUILDINGS.****APPOINTMENT OF MR. DANIEL W. WEIL AS COMMISSIONER  
OF INSPECTIONAL SERVICES.**

The Committee on Buildings submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Buildings, having had under consideration a communication from Mayor Richard M. Daley (which was referred on June 28, 1989) to appoint Daniel W. Weil as Commissioner of Inspectional Services, begs leave to recommend that Your Honorable Body *Approve* said proposed appointment which is transmitted herewith.

This recommendation was concurred in by all members of the committee with no dissenting votes.

Respectfully,

(Signed) FRED B. ROTI,  
*Chairman.*

On motion of Alderman Roti, the committee's recommendation was *Concurred In* and said appointment of Mr. Daniel W. Weil as Commissioner of Inspectional Services 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

AMENDMENT OF MUNICIPAL CODE BY STRIKING ALL  
REFERENCES TO DEPARTMENT OF INSPECTIONAL  
SERVICES AND INSERTING IN LIEU  
THEREOF DEPARTMENT OF  
BUILDINGS.

The Committee on Buildings submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Buildings, having had under consideration an ordinance from the Mayor, which was presented directly to the committee without a cover letter to change the name of the Department of Inspectional Services to the Department of Buildings, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) FRED B. ROTI,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*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 Inspectional Services is charged under the Chicago Municipal Code to enforce the provisions of the City's Building Code; and

WHEREAS, Many other city departments and other governmental agencies perform inspections of various types; and

WHEREAS, The name Department of Buildings more appropriately proclaims to the general public the true jurisdiction of the department; now, therefore,

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

SECTION 1. Chapter 13 of the Municipal Code of the City of Chicago is hereby amended to delete the name Department of Inspectional Services in the title and in the text of the chapter wherever it occurs and to substitute in its stead the name Department of Buildings, and to delete the name Commissioner of Inspectional Services in the text of the chapter wherever it occurs and to substitute in its stead the name Commissioner of Buildings.

SECTION 2. Chapters 15.2, 17, 20, 21, 33, 34, 39, 40, 41, 41.1, 41.2, 42, 43, 44, 45, 46, 48, 54, 61, 62, 62.1, 63, 67, 68, 69, 70, 74, 76, 77, 78, 78.1, 79, 79.1, 80, 81, 82, 85, 86, 90, 91, 104.1, 107, 107.1, 129, 136, 137, 137.1, 145, 149, 150, 155, 174 and 175 of the Municipal Code of the City of Chicago are hereby amended to delete the name Department of Inspectional Services in the text of the chapters mentioned herein wherever it occurs and to substitute in its stead the name Department of Buildings, and to delete the name Commissioner of the Department of Inspectional Services, Commissioner, Department of Inspectional Services, and Commissioner of Inspectional Services in the text of the chapters mentioned herein wherever they occur and to substitute in its stead the name Buildings Commissioner.

SECTION 3. Any reference to the Department of Inspectional Services or Commissioner of Inspectional Services in other chapters of the City of Chicago's Municipal Code not specifically enumerated in Section 1 and 2 of this ordinance shall be deemed to refer to the Department of Buildings and Building Commissioner respectively.

SECTION 4. That this ordinance shall be in full force and effect upon its passage and publication.

---

AMENDMENT OF MUNICIPAL CODE CHAPTER 86, SECTION 86-10(e)  
BY EXEMPTING CERTAIN PUBLIC UTILITY AND PUBLIC  
SERVICE TELECOMMUNICATION CARRIERS FROM  
GENERAL PROVISIONS GOVERNING  
ELECTRICAL INSTALLATION.

The Committee on Buildings submitted the following report:



CHICAGO, September 13, 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 April 13, 1984) to amend Chapter 86, Section 10, subsection (e) of the Municipal Code of Chicago relating to the apparatus, conductors or equipment installed for or by public utilities, common carriers or commercial radio or television stations which are under the jurisdiction of the Illinois Commerce Commission or other state or federal regulatory body..., begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance, as amended, which is transmitted herewith.

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

Respectfully,

(Signed) FRED B. ROTI,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Municipal Code of the City of Chicago, Chapter 86, Section 10, Subsection (e), be amended by adding the following italicized language, and by deleting the language enclosed by brackets:

86-10(e). The provisions of this ordinance are not intended to include apparatus, conductors or equipment installed for or by public utilities, common carriers or commercial radio or television stations which are under the jurisdiction of the Illinois Commerce Commission or other state or federal regulatory body, *and are located outdoors or in buildings, or parts of buildings used exclusively* for their use in their specific operation as a public utility or carrier or radio or television station. Those parts of buildings which are open to the general public shall not be exempt from this code.

*Telecommunication carriers providing utility services to the public and subject to the Illinois Commerce Commission or other state or federal regulatory body shall be exempt from this code.*

*By specific State of Illinois and federal government exemptions this ordinance does not cover installations in underground mines, ships, railway cars, automotive vehicles or the installations or equipment employed by a railway, railroad, electric or communication utility, and located outdoors or in buildings used exclusively for that purpose.*

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

---

## COMMITTEE ON CLAIMS AND LIABILITIES.

---

### AMENDMENT OF MUNICIPAL CODE CHAPTER 99, SECTION 99-18.1 BY REQUIRING CERTAIN BUILDING ASSOCIATIONS TO SUBMIT NOTARIZED STATEMENTS FOR REFUSE COLLECTION WITHIN ONE YEAR OF BILLING PERIOD.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, September 6, 1989.

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

Your Committee on Claims and Liabilities, having held a meeting on September 6, 1989 and having taken under advisement an ordinance amending Chapter 99, Section 99-18.1 of the Municipal Code 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 a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) JOSEPH S. KOTLARZ,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 99, Section 99-18.1 of the Municipal Code of Chicago is hereby amended by inserting the language in italics as follows:

99-18.1 Every alderman may introduce into the City Council, on behalf of the governing associations or boards of the Condominium and Cooperative Residential Buildings located in his ward, an ordinance providing for the rebate of the cost incurred by the residential building for refuse collection. Attached to this ordinance shall be a notarized statement listing the amount of the annual cost incurred for refuse collection for the residential units in the building, the number of residential units in the building, and a copy of the executed agreement with the private scavenger service providing the refuse collection for the residential building. The original ordinance and notarized statement shall be referred to the Committee on Claims and Liabilities. A copy of the ordinance and attached notarized statement shall be transmitted to the City Comptroller.

After review, the Committee on Claims and Liabilities may recommend that the City Council approve the reimbursement to the governing association or board in an amount equal to the annual cost incurred for the refuse collection for the residential units in the building; provided, however, that the aggregate annual amount of the reimbursement

paid to a governing association or board shall not exceed an amount equal to the number of residential units in the building multiplied by Seventy-five Dollars (\$75). During the first year in which the cost of refuse collection is reimbursed, the governing association or board shall submit the bill for the prior year's refuse collection services. *For each year thereafter the governing association or board shall submit their notarized statement within one year of the proposed reimbursement period to be eligible for the program.* The City Council may not reimburse a governing association or board for the cost of refuse collection services which is unreasonable or *which have been submitted more than one year after the billing period for refuse collection.*

In no event shall the governing association or board be reimbursed for that portion of the cost of refuse collection attributed to any commercial or other non-residential unit located in the residential building. After City Council's approval of the reimbursement, the City Comptroller promptly shall pay the governing association or board the approved reimbursement.

SECTION 2. This ordinance shall take effect upon its passage and due approval.

---

AUTHORITY GRANTED FOR PAYMENT OF MISCELLANEOUS  
REFUNDS, COMPENSATION FOR PROPERTY  
DAMAGE, ET CETERA.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, September 6, 1989.

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

Your Committee on Claims and Liabilities, to which was referred March 25, 1985 and subsequent sundry claims for property and vehicle damage and various permit and license refunds, 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 with no dissenting vote.

Respectfully submitted,

(Signed) JOSEPH S. KOTLARZ,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim; with said amount to be charged to the activity and account specified as follows:

*Damage To Vehicles.*

*Department Of Police:  
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
State Farm Insurance and John Sturk Cl. 13-5152-543 16058 South Oak Park Avenue Tinley Park, Illinois 60477	5/12/88	\$812.49
Thomas L. O'Connor 3550 West Sunnyside Avenue Chicago, Illinois 60625	8/4/88 3349 West Sunnyside Avenue	400.00
Daniel J. Kamba 6055 South Kostner Avenue Chicago, Illinois 60629	9/19/88 6055 South Kostner Avenue	369.60

Name And Address	Date And Location	Amount
State Farm Insurance and Leo Munvez Cl. 13-2476-287 7900 North Milwaukee Avenue Niles, Illinois 60648-3156	7/21/88 Cornelia Avenue and Addison Street	\$270.30
Thillens, Incorporated 4242 North Elston Avenue Chicago, Illinois 60618	8/10/88 3100 South Western Boulevard	518.40
Thomas E. Peterson 4155 South Maplewood Avenue Chicago, Illinois 60632	9/26/88 4155 South Maplewood Avenue	200.00
Allstate Insurance and George and Perry Antonopoulos Cl. 1014886830 P.O. Box 1089 Morton Grove, Illinois 60053	2/5/88 Roosevelt Road and Halsted Street	323.83
James A. Green 806 East 65th Street Chicago, Illinois 60637	8/23/88 Police Auto Pound	400.00
Harold London 8929 Lyons Des Plaines, Illinois 60016	10/4/88 1446 South Tripp Avenue	199.90
John Mindas 1206 Lakeview Street Whiting, Indiana 46394	6/6/88 East 119th Street and South Indianapolis Boulevard	558.90
American Ambassador Insurance and Jesse Wilds Cl. 1010746 900 Skokie Boulevard Northbrook, Illinois 60062	6/9/88 West Chicago Avenue and I-90	326.76
American Ambassador Insurance and James Cottone Cl. 1013963 900 Skokie Boulevard Northbrook, Illinois 60062	9/2/88 5323 South Damen Avenue	1,500.00

Name And Address	Date And Location	Amount
American Ambassador Insurance and Orlando Gonzalez Cl. 1013895 900 Skokie Boulevard Northbrook, Illinois 60062	8/31/88 2541 West Armitage Avenue	\$1,500.00
Jonathan J. Navak 2911 Richwood Circle Rogers, Arkansas 72756	7/11/88 South Ashland Avenue and West Cermak Road	1,500.00
Mary Ann Panczak 5448 West Berteau Avenue Chicago, Illinois 60641	10/5/88 West Wilson Avenue and I-94	811.66
Safeway Insurance Company and Betty Jean Wilson Cl. 169230 500 South Racine Avenue Chicago, Illinois 60607	7/1/88 South Pulaski Road and West Taylor Street	468.28
Barbara A. Smith 8031 South Blackstone Avenue Chicago, Illinois 60619	6/18/88 Police Auto Pound	1,500.00
State Farm Insurance and Russell Manning Cl. 13-2456-560 7900 North Milwaukee Avenue Niles, Illinois 60648-3156	4/22/88 West Summerdale Avenue and North Paulina Street	412.00
Constitutional Casualty Company and Joseph Adamik Cl. 130252 5618 North Milwaukee Avenue Chicago, Illinois 60646	9/26/88 2345 North Campbell Avenue	404.48
Michael Crawl 7303 South Bennett Avenue Chicago, Illinois 60649	10/22/88 7303 South Bennett Avenue	1,500.00
Steven J. Frisk 1801 North Bissell Street Chicago, Illinois 60614	10/4/88 North Sheffield Avenue and West Waveland Avenue	207.00

Name And Address	Date And Location	Amount
American Ambassador Casualty Company and John Young Cl. 1014809 900 Skokie Boulevard Northbrook, Illinois 60062	9/8/88 6039 South Indiana Avenue	\$513.23
John E. Apel 6920 North Oriole Avenue Chicago, Illinois 60639	11/18/88 Police Auto Pound	765.16
Freddy Mack 5607 South Aberdeen Street Chicago, Illinois 60621	11/18/88 1601 West 54th Street	672.00
Travelers Corporation and American Legion Department of Illinois Cl. BY61101 c/o John Cryan 100 Park Plaza Naperville, Illinois 60566-1029	12/28/87 South Halsted Street and West 108th Street	354.90
Jose Arrez 1472 West Erie Street Chicago, Illinois 60622	10/2/88 1472 West Erie Street	400.00
Lorraine Borowski 5103 West Schubert Avenue Chicago, Illinois 60639	12/30/85 Central and Sunnyside Avenues	580.00
Thomas P. Murphy 6530 South Keeler Avenue Chicago, Illinois 60629	11/14/88 Police Auto Pound	1,000.00
Alvin Byrd 1248 East 79th Street Apartment 202 Chicago, Illinois 60619	11/18/88 103 South Doty Road	200.00
Joseph Potaczek 2436 North Parkside Avenue Chicago, Illinois 60639	10/4/88 Auto Pound 5	599.28



Name And Address	Date And Location	Amount
Troy D. Whitehead 16404 Sawyer Markham, Illinois 60426	10/21/88 Austin Avenue and Adams Street	\$ 460.89
Ms. Nancy Sweyer 22516 Jackson Court Richton Park, Illinois 60471	11/28/88 Police Auto Pound	1,400.00
Jemal D. Wilson 9560 South Winston Avenue Chicago, Illinois 60643	8/18/86 83rd and Marshfield Avenue	200.00
National Car Rental Systems, Incorporated File 011F2880431P P.O. Box 35805 Minneapolis, Minnesota 55435	6/28/88 3312 North Broadway	686.32
Prestige Casualty Company and Eddie Daniels Cl. 88-J-0452 Attention: Ken Carpen 5454 West Fargo Skokie, Illinois 60077	10/27/88 Morgan and 62nd Streets	934.39

*Damage To Property.*

*Department Of Police:  
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Wilfredo Moreno 4408 -- 4410 North Mozart Street Chicago, Illinois 60618	4/1/88 Evidence and Recovered Property Section	\$787.94

Name And Address	Date And Location	Amount
Allstate Insurance and Mayno Smith Cl. 183916204 P.O. Box 1089 Morton Grove, Illinois 60053	11/11/87 4030 West 19th Street	\$ 360.31
Francis Orlando 4822 North Monticello Avenue Chicago, Illinois 60630	6/8/86 4822 North Monticello Avenue	125.00
Hadley Gear Manufacturing Company Attention: John Davey, President 4444 West Roosevelt Road Chicago, Illinois 60624	11/24/88 1159 South Kilbourn Avenue	497.00
Patrick Media Group, Incorporated Attention: Robert Bek 4000 South Morgan Chicago, Illinois 60609	11/24/88 Kilbourn Avenue and Roosevelt Road	1,500.00
James Thatcher 1300 East 47th Street Chicago, Illinois 60653	8/28/84 1300 East 47th Street	186.57
Double Door Drycleaners c/o Carl and Sandra Broadwater 428 - 430 North Austin Avenue Oak Park, Illinois 60302	11/1/88 430 North Austin Avenue	335.77

*Permit Refund.*

*Department Of Inspectional Services:  
Account Number 100-99-2005-0934-0934.*

<i>Name And Address</i>	<i>Permit Number</i>	<i>Amount</i>
Charles D. Bonetto c/o Victor Mikos 1325 Carol Lane Des Plaines, Illinois 60018	678305	\$1,008.40

*Damage To Vehicle.*

*Department Of Fire:  
Account Number 100-99-2005-0934-0934.*

<i>Name And Address</i>	<i>Date And Location</i>	<i>Amount</i>
Dolores Tyler-Logan 11437 South Indiana Avenue Chicago, Illinois 60628	4/16/88 11437 South Indiana Avenue	\$692.10

*Damage To Vehicle.*

*Department Of Standard Parking:  
Account Number 100-99-2005-0934-0934.*

<i>Name And Address</i>	<i>Date And Location</i>	<i>Amount</i>
Mary P. Ryan 260 East Butterfield Road Elmhurst, Illinois 60126	9/24/88 City Parking Garage 5	\$71.86

*Damage To Vehicle.*

*Department Of Planning:  
Account Number 100-99-2005-0934-0934.*

<i>Name And Address</i>	<i>Date And Location</i>	<i>Amount</i>
Melanie L. Davis P.O. Box 4573 Chicago, Illinois 60680	7/8/88 6900 South Wabash Avenue	\$1,500.00

*Damage To Property.*

*Department Of Sewers:  
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Kenneth Rompa 2908 North Dawson Avenue Chicago, Illinois 60618	8/1/88 2908 North Dawson Avenue	\$1,500.00
Lucille Crowther 7513 South May Street Chicago, Illinois 60620	11/9/88 7513 South May Street	508.27
Ronak Lal 10701 South Ewing Avenue Chicago, Illinois 60617	11/1/88 10701 South Ewing Avenue	828.00
Victor J. Kostecki 5746 South Natchez Avenue Chicago, Illinois 60638	12/1/88 5746 South Natchez Avenue	300.00

*Damage To Vehicles.*

*Department Of Sewers:  
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Julie M. Goldstein 5738 Delaware Avenue Gurnee, Illinois 60031	9/27/88 5642 West Diversey Avenue	\$261.60
Readith Ester 2317 South 25th Avenue Broadview, Illinois 60153	7/21/88 East 69th and South Stony Island Avenue	206.60

Name And Address	Date And Location	Amount
Lucy O'Neal 7700 West Victoria Street Chicago, Illinois 60631	11/26/88 North Sayre Avenue and Northwest Highway	\$161.47
Ted Sanetra 5210 West Winona Street Chicago, Illinois 60630	1/28/89 West Winona Street and North Laramie Avenue	137.50
David A. Zimon 6107 South Natoma Avenue Chicago, Illinois 60638	11/22/88 5937 South Harlem Avenue	341.98
Robert J. Daly 4535 North Artesian Avenue Chicago, Illinois 60625	11/24/88 4000 West Montrose Avenue	70.43
Christine Stortz 3644 West 69th Place Chicago, Illinois 60629	1/29/89 4200 South Mozart Street	114.00

*Various License Refunds.*

*Department Of Revenue:  
Account Number 300-99-2005-0934-0934.*

Name And Address	License Number	Amount
Yvonne Walker 6720 South Jeffery Boulevard 304 Chicago, Illinois 60649	Parking Permit 7571 refund	\$10.00
Delamaur, Incorporated doing business as Exedus II 3477 North Clark Street Chicago, Illinois 60657	012546	80.00

Name And Address	License Number	Amount
Chinese Lantern 1046 West Argyle Street Chicago, Illinois 60640	005804	\$165.00
Luis DeLeon 4111 North Keystone Avenue Chicago, Illinois 60630	Dog Tag 01343 refund	5.00
United Investors, Incorporated 4930 West Diversey Avenue Chicago, Illinois 60639	000138	25.00
Mrs. Z. Adamski 2653 North Harding Avenue Chicago, Illinois 60647	Parking permit refund	11.00
Mrs. J. Bomba 2653 North Harding Avenue Chicago, Illinois 60647	Parking permit refund	12.00
Claudia C. Hofer 3835 North Narragansett Avenue Chicago, Illinois 60634	Parking permit refund	10.00
Robert L. Hofer 3835 North Narragansett Avenue Chicago, Illinois 60634	Parking permit refund	11.00
Mrs. M. Kotek 2635 North Harding Avenue Chicago, Illinois 60647	Parking permit refund	11.00
F.I.M. Liquors, Incorporated c/o Frank Maali 8415 Wooded Path Lane Orland Park, Illinois 60462	Liquor license refund	652.00
Ms. Sue Ann Kwasniewski 3589 North Milwaukee Avenue Chicago, Illinois 60641	Dog license refund	5.00

9/13/89

REPORTS OF COMMITTEES

4621

Name And Address	License Number	Amount
Dluc Smikoski, doing business as Tropical Touch 2547 West 51st Street Chicago, Illinois 60632	000403	\$ 34.00
Alfredo Linares Corporation c/o Alfredo M. Linares 3555 West 26th Street Chicago, Illinois 60623	3303, 960 and 1613	136.00
Western Automatic Music, Incorporated 4206 North Western Avenue Chicago, Illinois 60618	000148	270.00
Shelby Williams Industries, Incorporated Attn: Jocelyn Nevels 11-111 Merchandise Mart Chicago, Illinois 60654	002648	34.00
J. R. Grocery 505 East 134th Street Chicago, Illinois 60627	Tobacco license refund	90.00
Thomas Davern 5345 West 63rd Street Chicago, Illinois 60638	002966	836.00



*Damage To Property.*

*Department Of Public Works:  
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Peoples Gas Light and Coke Company File 87-0-72 122 South Michigan Avenue 311 Chicago, Illinois 60603	3/13/87  1649 South Throop Street	\$893.19

*Damage To Vehicles.*

*Department Of Public Works:  
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Roselan L. Bullitt 12003 South Stewart Avenue Chicago, Illinois 60628	10/1/87 12335 South Wallace Street	\$200.00
Celestine Foster 6529 South Yale Avenue Chicago, Illinois 60621	2/15/88 2512 East South Shore Drive	550.00
Catherine Cora 1046 Westmoor Road Winnetka, Illinois 60093	9/11/88 South Halsted and West Maxwell Streets	211.64

*Damage To Vehicles.*

*Department Of Forestry:  
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Robert Lyons 927 North Adams Court Vernon Hills, Illinois 60061	6/8/88 5202 North Lakewood Avenue	\$ 100.00
Hartford Insurance and Helen Ciesielski Cl. 479MD64670 P.O. Box 44170 Indianapolis, Indiana 46244	8/24/88 1016 South May Street	1,033.57

*Damage To Property.*

*Department Of Forestry:  
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Lessley Young 10549 South Indiana Avenue Chicago, Illinois 60628	3/22/88 10549 South Indiana Avenue	\$450.00
Warren L. Stahmer 5139 West Waveland Avenue Chicago, Illinois 60641	4/6/88 5139 West Waveland Avenue	200.00
Pat Jakuc 4858 South Harding Avenue Chicago, Illinois 60632	5/29/88 4858 South Harding Avenue	700.00

Name And Address	Date And Location	Amount
Anthony J. Frenzel 5859 South Nottingham Avenue Chicago, Illinois 60638	11/1/88 5859 South Nottingham Avenue	\$400.00

*Damage To Property.*

*Department Of Streets And Sanitation:  
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Peoples Gas Light and Coke Company File 88-0-126 122 South Michigan Avenue 311 Chicago, Illinois 60603	11/27/87 2002 South May Street	\$964.38
Peoples Gas Light and Coke Company File 88-0-144 122 South Michigan Avenue 311 Chicago, Illinois 60603	1/19/88 2000 South May Street	207.35
Robert Marcano 6828 South Stony Island Avenue Chicago, Illinois 60649	6/20/88 6828 South Stony Island Avenue	250.00
Peoples Gas Light and Coke Company File 88-0-210 122 South Michigan Avenue 311 Chicago, Illinois 60603	7/12/88 1620 North Honore Street	892.27
Marcelina Silva 1818 South Throop Street Chicago, Illinois 60608	9/26/88 1818 South Throop Street	730.00

Name And Address	Date And Location	Amount
Peoples Gas Light and Coke Company File 88-0-309 122 South Michigan Avenue 311 Chicago, Illinois 60603	9/23/88 2047 West Webster Avenue	\$406.92
Peoples Gas Light and Coke Company File 88-0-306 122 South Michigan Avenue 311 Chicago, Illinois 60603	9/14/88 1457 North Paulina Street	671.15
Peoples Gas Light and Coke Company File 88-0-310 122 South Michigan Avenue 311 Chicago, Illinois 60603	9/23/88 2048 West Webster Avenue	557.97
Summit Industries, Incorporated c/o Gregory Oravec 2901 West Lawrence Avenue Chicago, Illinois 60625	8/3/88 2901 West Lawrence Avenue	90.00
Dominic Storto 2440 North Oak Park Avenue Chicago, Illinois 60635	11/23/88 2440 North Oak Park Avenue	85.59
Century Plus Realty, Incorporated 6058 West Irving Park Road Chicago, Illinois 60634	8/11/88 6058 West Irving Park Road	215.00
Peoples Gas Light and Coke Company File 86-0-34 122 South Michigan Avenue 311 Chicago, Illinois 60603	12/9/85 1303 North Bosworth Avenue	610.28

Name And Address	Date And Location	Amount
Peoples Gas Light and Coke Company File 87-0-172 122 South Michigan Avenue 311 Chicago, Illinois 60603	6/28/87 4379 West 25th Place	\$157.38
Peoples Gas Light and Coke Company File 88-0-115 122 South Michigan Avenue 311 Chicago, Illinois 60603	4/11/88 1815 North Clybourn Avenue	232.66
Peoples Gas Light and Coke Company File 88-0-20 122 South Michigan Avenue 311 Chicago, Illinois 60603	3/10/88 1876 North Sheffield Avenue	771.09
Peoples Gas Light and Coke Company File 88-0-45 122 South Michigan Avenue 311 Chicago, Illinois 60603	12/21/87 2833 South Short Street	689.44
Peoples Gas Light and Coke Company File 88-0-46 122 South Michigan Avenue 311 Chicago, Illinois 60603	12/8/87 3114 South Racine Avenue	720.19
Arthur Williams 10225 South Wentworth Avenue Chicago, Illinois 60628	10/24/88 10225 South Wentworth Avenue	345.00
Charlotte T. Braje 5939 West 55th Street Chicago, Illinois 60638	2/5/89 5939 West 55th Street	200.00
Michael Carduff 3820 West 60th Place Chicago, Illinois 60629	7/31/88	794.40

9/13/89

## REPORTS OF COMMITTEES

4627

Name And Address	Date And Location	Amount
Our Lady of the Snows c/o Father Daniel Holihan, Pastor 4854 -- 4858 South Leamington Avenue Chicago, Illinois 60638	8/12/88 4854 -- 4858 South Leamington Avenue	\$800.00
Bessie S. Hudak 4103 West Palmer Street Chicago, Illinois 60639	11/28/88 231 East Chicago Avenue	35.00

*Damage To Vehicles.*

*Department Of Streets And Sanitation:  
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Lois Sawyers 1908 West Augusta Boulevard Chicago, Illinois 60622	12/15/87 West Augusta Boulevard and North Wolcott Avenue	\$ 400.00
Frances Pinello 4733 North Tripp Avenue Chicago, Illinois 60625	5/15/88 4734 North Kedvale Avenue	93.50
Scott R. Jeanblanc 1825 Ash Street Waukegan, Illinois 60087	5/9/88 North Ashland Avenue and West Grace Street	400.00
William Tsenekos 847 Parkwood Park Ridge, Illinois 60068	9/26/87 Towing damage	1,325.87
John Montalbano 5434 North Lakewood Avenue Chicago, Illinois 60640	8/23/88 Towing damage	601.58

Name And Address	Date And Location	Amount
Yousef Balakhanpour P.O. Box A3256 Chicago, Illinois 60690	10/26/88 Towing damage	\$ 356.00
Ronald A. Bright 5454 South Everett Avenue Apt. 3B Chicago, Illinois 60615	10/6/88 East Balbo Avenue and South State Street	548.04
John J. Butler 3700 North Sheffield Avenue 2nd Floor Chicago, Illinois 60613	8/31/87 2400 South Ashland Avenue	1,078.50
Economy Fire and Casualty Company and Phillip Sandberg Cl. FFA44-844-9-TH5 500 Economy Court Freeport, Illinois 61032	6/13/88 North Keeler Avenue and I-90	656.41
Steven Gem 380 Cobbler Lane Buffalo Grove, Illinois 60089	8/26/88 Towing damage	376.95
Linda C. Jackson 200 East Delaware Place Apt. 32E Chicago, Illinois 60611	3/6/88 Towing damage	200.00
Mo Moghadassi 6700 C. Guadalupe Austin, Texas 87852	7/25/88 Towing damage	564.33
Beverly A. Robinson 1076 West 14th Place Chicago, Illinois 60608	7/21/88 1076 West 14th Place	808.98
Kasim Saleh 4831 North Ridgeway Avenue Chicago, Illinois 60625	6/14/88 Towing damage	192.35

Name And Address	Date And Location	Amount
State Farm Insurance and Boston Newton Cl. 13-1378-642 7404 Cherry Vale North Boulevard P.O. Box 5526 Rockford, Illinois 61125-0526	9/17/88 Towing damage	\$320.16
State Farm Insurance and Walter Smith Cl. 13-2478-479 7900 North Milwaukee Avenue Niles, Illinois 60648-3156	8/18/88 2333 North Ashland Avenue	722.16
State Farm Insurance and Susan Wolfe Cl. 13-2459-895 7900 North Milwaukee Avenue Niles, Illinois 60648-3156	6/16/88 3200 North Ashland Avenue	567.83
Herman Winston III 129 Richmond Drive Boling Brook, Illinois 60439	11/1/88 Towing damage	504.88
Ronald J. Wroten 2322-A Century Point Lane Glendale Heights, Illinois 60139	10/7/88	193.05
Gary Alcock 125 Acacia Circle Indianhead Park, Illinois 60525	11/8/88 North Michigan and East Chicago Avenues	377.36
Lincoln H. Baker 2205 Maple Avenue Apt. C-3 Evanston, Illinois 60201	8/30/88 203 North LaSalle Street	158.63



Name And Address	Date And Location	Amount
Anthony Jones 7934 South Crandon Avenue Chicago, Illinois 60617	6/30/88 2037 East 81st Street	\$367.87
State Farm Insurance and John and Lottie Cuzino Cl. 13-5113-236 955 West 175th Street Homewood, Illinois 60430-2084	9/30/87 I-94 and South King Drive	235.88
Andrew E. Wachowski 8506 West Winnemac Avenue Chicago, Illinois 60656	2/16/88 West Peterson Avenue and North Paulina Street	666.88
Stephen Egert 28 West 487 Forestville Avenue Warrenville, Illinois 60555	9/26/88 1630 North Ashland Avenue	683.86
Alyssa W. Alderson 463 West Street 617C New York, New York 10014	5/13/88 Towing damage	316.88
Allstate Insurance and Ralph DePinto Cl. 1230531814BJC 4301 West Touhy Avenue Lincolnwood, Illinois 60646	9/21/88 5605 West Grand Avenue	825.02
Sylvia E. Branch 12117 South Princeton Avenue Chicago, Illinois 60628	11/9/88 Towing damage	200.00
Digna Payes 4545 North Campbell Avenue Chicago, Illinois 60641	9/17/88 Towing damage	437.75

Name And Address	Date And Location	Amount
Economy Fire and Casualty Company and Young Bang Cl. FFA45-548-5AA6 500 Economy Court Freeport, Illinois 61032	7/14/88 2906 North Wisner Street	\$712.86
Robert Guterberg 3215 West 27th Street Chicago, Illinois 60623	7/9/88 West 64th Street at South Homan Avenue	135.00
Lydia C. Oliver 2110 North Narragansett Avenue Chicago, Illinois 60639	11/17/88 730 North Albany Avenue	200.83
Frances L. Pearson 4222 West Washington Boulevard Chicago, Illinois 60624	11/25/88 North Pine Avenue and West Fulton Street	205.00
Jacqueline Richardson 500 Park Avenue Unit 630 Calumet City, Illinois 60409	11/21/88 Towing damage	285.75
Cuna Mutual Insurance and Willie Stevens Cl. A338666 P.O. Box 391-Mineral Point Road Madison, Wisconsin 53701-0391	6/22/88 4808 West Division Street	870.56
American Ambassador Casualty Company and Viola Giggers Cl. 1014047 900 Skokie Boulevard Northbrook, Illinois 60062	9/6/88 9750 South Halsted Street	410.44
American Service Insurance and Linda Morgan Cl. 8080182 10400 West Higgins Road Suite 200 Rosemont, Illinois 60018	8/2/88 West Roosevelt Road and South Wells Street	414.01

Name And Address	Date And Location	Amount
Neal Ciciora 4000 East 134th Street Lot 816 Chicago, Illinois 60633	10/4/88 1900 East 103rd Street	\$ 94.27
Robert Dugdale 7037 West 110th Street Worth, Illinois 60482	11/12/88 West 95th and South Charles Streets	200.00
Scott S. French 1355 North Sandburg Terrace Apartment 2809 Chicago, Illinois 60610	10/17/88 Towing damage	95.20
Mary Elizabeth Hodge 1518 West Wilson Avenue Chicago, Illinois 60640	12/28/88 5120 South State Street	245.96
K & R Delivery, Incorporated 15W460 Frontage Road Hinsdale, Illinois 60521	11/8/88 West 47th and South Karlov Avenue	1,355.31
Maxine E. McCarthy 9334 South Ridgeway Avenue Evergreen Park, Illinois 60642	11/16/88 3159 West 79th Street	165.44
Cozy Poland 5431 South Drexel Avenue Chicago, Illinois 60615	11/4/88 1001 East 53rd Street	307.80
State Farm Insurance and Fred Reynolds Cl. 13-2443-580 7900 North Milwaukee Avenue Niles, Illinois 60648	2/11/88 1357 West Webster Avenue	602.68
Earl Harper c/o Terry Mayers Law Office of Warren Appel 1607 West Lawrence Avenue Chicago, Illinois 60640	5/23/88 North California Avenue and West Roscoe Street	1,500.00

Name And Address	Date And Location	Amount
Tina M. Jaffe 2932 Park Place Evanston, Illinois 60201	11/14/88 6249 North McCormick Road	\$ 93.60
Jackie Lasky 6301 North Sheridan Road Chicago, Illinois 60660	5/3/88 North Lake Shore Drive at West Fullerton Avenue	470.36
Rick W. Petty 10528 South Sacramento Avenue Chicago, Illinois 60655	10/21/88 East Ohio and North Dearborn Streets	638.83
Yung Shi 1538 Hawthorne Lane Glenview, Illinois 60025	11/28/88 Towing damage	495.29
West American Insurance and John Conley c/o Eich and Franklin File 387-412-052 22 West Monroe Street Suite 704 Chicago, Illinois 60603	9/20/88 Towing damage	397.73
Christina Fredrickson 4303 North Winchester Avenue Chicago, Illinois 60613	12/30/88 North Kedzie Avenue and West Roscoe Street	76.23
Thomas Gearica 4033 North Kolmar Avenue Chicago, Illinois 60641	11/11/88 West Cuyler and North Kilpatrick Avenues	200.00
Bernard Gillespie 1135 North Lawndale Avenue Chicago, Illinois 60651	12/27/88 1036 West Madison Street	1,500.00
Dennis Kuta 221 Yarmouth Elk Grove Village, Illinois 60007	12/26/88 1034 West Madison Street	175.80
Jason Obora 4611 South Mozart Street Chicago, Illinois 60632	12/8/88 2700 South Western Avenue	715.92

Name And Address	Date And Location	Amount
Thelma Romollo 2901 South King Drive 1108 Chicago, Illinois 60616	12/22/88 Towing damage	\$ 340.88
Roosevelt Richards 600 North McClurg Court 2909A Chicago, Illinois 60611	12/12/88 Towing damage	117.00
Fernando Rodriguez 2457 North Drake Avenue 2nd Floor Chicago, Illinois 60647	5/3/88 West Grand and North Western Avenues	190.61
Catherine Rondenet 906 Michigan Evanston, Illinois 60202	11/2/88 6100 North Hermitage Avenue	254.05
Zel Shaffer 3085 Pheasant Creek Drive Apartment 112 Northbrook, Illinois 60062	11/26/88 6300 North McCormick Road	222.73
Inotek Vending Systems, Incorporated 455 Frontage Road Suite 116 Burr Ridge, Illinois 60521	11/9/88 3351 South Kedzie Avenue	461.00
Ginger L. Veugler 4711 Oak Crest Road Crystal Lake, Illinois 60012	1/6/89 North Kedzie Avenue and West Grace Street	90.66
Leonard J. Wojciechowski 2907 West 38th Street Chicago, Illinois 60632	1/8/89 3701 South Kedzie Avenue	200.00
John R. Akres, Jr. 7546 South Wood Street Chicago, Illinois 60620	10/29/88 34th and South Morgan Street	395.00
Harold J. Bradley 6139 South Morgan Street Chicago, Illinois 60621	11/3/88 West 72nd and South Lafayette Avenue	1,500.00

Name And Address	Date And Location	Amount
Farmers Insurance and and Thomas Fessett Cl. H524990 2325 Hicks Road Rolling Meadows, Illinois 60008	7/3/86 2735 South Damen Avenue	\$1,396.54
Timothy Novak 1276 Dogwood Lane Carol Stream, Illinois 60188	12/23/88 Towing damage	20.96
Letha Ann Smith 7612 South Emerald Avenue Chicago, Illinois 60620	6/13/86 North Clark Street and West Fullerton Parkway	118.52
Allstate Insurance and Charles Guarino Cl. 1839286018 9730 South Western Avenue 824 Chicago, Illinois 60642	11/7/88 West 36th and South Maplewood Avenue	536.74
Allstate Insurance and and James N. Robinson Cl. 2700679828 P.O. Box 1089 Morton Grove, Illinois 60053	1/19/89 West 68th and South Kedzie Avenue	190.00
Brenda Thomas Asaju 8023 South Rhodes Avenue Chicago, Illinois 60619	11/27/88 East 83rd and South Indiana Avenue	1,500.00
Shirley Cotton P.O. Box 16004 Chicago, Illinois 60616	10/19/88 77th and I-94	440.00
Economy Insurance Company and James E. Warner Cl. FFA504274A63 500 Economy Court Freeport, Illinois 61032	11/12/88 South Ashland Avenue and West 87th Street	654.18
Willie Grant-Acquah 14500 Irving Avenue Dolton, Illinois 60419	9/11/88 East Marquette Road and South Stony Island Avenue	499.56

Name And Address	Date And Location	Amount
Grace Kaminkowitz 1143 South Plymouth Court 501 Chicago, Illinois 60605	6/26/88 West Cermak Road and South Stewart Avenue	\$ 62.86
Anne Klonsky 2315 North Kedzie Avenue Chicago, Illinois 60647	11/28/88 700 North Sacramento Avenue	117.54
Clavon L. Moore 8817 South Constance Avenue Chicago, Illinois 60617	12/29/88 East 73rd Street at South Stony Island Avenue	120.08
American States Insurance and Kathleen Mallow Cl. 559-0051-418 500 North Meridan Street Indianapolis, Indiana 46204-1275	2/9/89 2400 West Pratt Boulevard	700.31
William Shralow 824 Dover Road Philadelphia, Pennsylvania 19151	10/3/88 Towing damage	107.96
Maurice P. Smith 12356 South Sangamon Street Calumet Park, Illinois 60643	1/27/89 Towing damage	46.76
Curtis E. Snowdy 10717 South Avenue J Chicago, Illinois 60617	1/28/89 13753 Burnham Avenue	191.58
Michael J. Sowinski 5441 North Mulligan Avenue Chicago, Illinois 60630	1/11/89 6311 North Northwest Highway	447.64
Gregorio Tapia 9650 South Ewing Avenue Chicago, Illinois 60617	12/28/88 13034 South Avenue O	125.69
Archie L. England 7309 North Oriole Avenue Chicago, Illinois 60648	12/11/88 7332 West Touhy Avenue	182.55

9/13/89

## REPORTS OF COMMITTEES

4637

Name And Address	Date And Location	Amount
Frances E. Franz 5048 West Winona Avenue Chicago, Illinois 60630	2/15/89 5300 North Ainslie Street	\$ 61.59
Ted J. Pilafas, Jr. 6228 North Oak Park Avenue Chicago, Illinois 60631	7/20/88 4301 South Cicero Avenue	452.31
Andrew Jekiel 1417 North Keeler Avenue Chicago, Illinois 60651	2/20/89 29 West Division Street Towing damage	105.00
Janice C. Ableman 4318 North Richmond Street Chicago, Illinois 60618	3/7/89 700 West Montrose Avenue	147.33
Hazel Clay 2016 East 77th Street Chicago, Illinois 60649	3/12/89 South Lake Shore Drive and East 47th Street	333.60
Walter F. Dillon 9019 South Bell Avenue Chicago, Illinois 60620	2/9/89 7700 South Damen Avenue	251.24
George R. Plancon 5407 North Saint Louis Avenue Chicago, Illinois 60625	12/19/88 West Grace Street and North Western Avenue	556.30
Patricia Ann Gold 6730 South Morgan Street Chicago, Illinois 60621	4/6/89 East 63rd Street and South Dorchester Avenue	475.87
Elvir Hrastinski 5030 North Marine Drive 2008 Chicago, Illinois 60640	6/8/88 1111 West Winona Street	188.84
Joel J. Conrad 1942 West Waveland Avenue Chicago, Illinois 60613	12/8/88 North McCormick Road and West Devon Avenue	37.80
Cheryl E. Fox 1205 Sherwin 704 Chicago, Illinois 60626	8/24/88 West Jackson Boulevard and South Jefferson Street	49.75



Name And Address	Date And Location	Amount
Susan L. Stevens 420 Linden Avenue Apartment 204 Wilmette, Illinois 60091	12/1/88 North Lincoln and West Devon Avenues	\$300.76
Allstate Insurance and Theodoris Hester Cl. 2700671411 P.O. Box 1089 Morton Grove, Illinois 60053	12/30/88 West 69th and South Damen Avenue	713.57
Barry Eichner 4431 North Avers Avenue Chicago, Illinois 60625	12/22/88 4642 North Avers Avenue	400.00
Darletta Rea Meyers 547 West 69th Street Chicago, Illinois 60621	10/26/88 6520 South Wentworth Avenue	32.00
Roger Zamparo, Jr. 51 North Ridge Road Lake Forest, Illinois 60045	10/29/88 West Division and North Halsted Streets	295.28
Allstate Insurance and Richard Stocker Cl. 1014879934 1051 West Rand Road Arlington Heights, Illinois 60004	3/3/88 6000 West Bryn Mawr Avenue	988.42
Julia Korba 2437 North Long Avenue Chicago, Illinois 60639	1/9/89 West Diversey and North Kenton Avenues	50.00
Harold Olson 4560 West Thorndale Avenue Chicago, Illinois 60646	2/6/89 West Peterson Avenue and North Pulaski Road	121.82
Petra Radke 991 South Schuyler Avenue Kankakee, Illinois 60901	1/2/89 Towing damage	30.00
John F. Volk 40 North Spring Avenue 2 LaGrange, Illinois 60525	12/17/88 2583 West Fullerton Avenue	145.02

Name And Address	Date And Location	Amount
Mary J. Wilkerson 1712 Dobson Evanston, Illinois 60201	2/12/88 6973 Ravenswood Avenue	\$ 392.25
Rosalia Colin 444 West St. James Place 712 Chicago, Illinois 60614	2/15/89 2400 North Racine Avenue	57.67
Kristie Bradley 4115 West Eddy Street Chicago, Illinois 60641	4/21/89 Karlof and Newport Avenues	1,500.00

; and

*Be It Further Ordered*, That the Commissioner of Water is authorized to refund the amount due by the amount set opposite the name of the claimant; on account of underground leaks and to charge same to Account No. 200.87.2015.0952.0952:

Name And Address	Location	Amount
Lorraine Lelito 5140 North Natoma Avenue Chicago, Illinois 60656	5/12/87 – 6/24/87 942 North Elston Avenue	\$269.82
Estela Martinez 3936 South Rockwell Street Chicago, Illinois 60632	4/1/87 – 5/29/87 3936 South Rockwell Street	31.86
Schong Shea Bian 3408 – 3410 North Clark Street Chicago, Illinois 60657	12/30/86 – 6/25/87 3408 – 3410 North Clark Street	209.47
Clarence J. Wilkins 11408 South State Street Chicago, Illinois 60628	9/24/86 – 6/29/87 11408 South State Street	400.00
Mike Paloma 10421 South Torrence Avenue Chicago, Illinois 60617	5/12/86 – 9/12/86 10421 South Torrence Avenue	352.50

Name And Address	Location	Amount
Latasha McDonald P.O. Box 288448 Chicago, Illinois 60628	10/31/86 -- 8/19/87 849 West 103rd Street	\$400.00
Edgar Pinto 1318 West Argyle Street Chicago, Illinois 60640	3/15/85 -- 5/13/85 1318 West Argyle Street	400.00
William Miller 8235 South Honore Street Chicago, Illinois 60620	2/3/87 -- 4/4/88 3623 South Giles Avenue	400.00
Midway Condominiums 5733 West 63rd Street Chicago, Illinois 60638	4/28/88 -- 6/22/88 5733 West 63rd Street	297.89
Cottage 47th Exchange, Incorporated 4638 -- 4640 South Cottage Grove Avenue Chicago, Illinois 60653	12/30/86 -- 5/1/87 4638 -- 4640 South Cottage Grove Avenue	277.07
Frank Junkovic 5808 West Addison Street Chicago, Illinois 60634	5/15/87 -- 10/6/87 4015 -- 4017 North Central Park Avenue	400.00
Henry Shimabukuro 1340 West Elmdale Avenue Chicago, Illinois 60660	4/7/88 -- 6/1/88 1340 West Elmdale Avenue	119.91
William Stinson 1536 South Kedzie Avenue Chicago, Illinois 60623	12/2/87 -- 3/10/88 1536 South Kedzie Avenue	277.68
Millie Greer 656 West Aldine Avenue Chicago, Illinois 60657	5/19/88 -- 7/22/88 656 West Aldine Avenue	71.65
Western Tile & Supply c/o Emanuel Lipschultz 715 Concorde Drive Highland Park, Illinois 60035	2/2/88 -- 4/5/88 2615 -- 2619 North Harlem Avenue	97.63
Sylvian F. Boley 2304 West 47th Place Chicago, Illinois 60609	4/8/88 -- 9/30/88 2304 West 47th Place	57.89

Name And Address	Location	Amount
Frank K. Wall 11120 South Troy Street Chicago, Illinois 60655	5/27/88 – 11/22/88 11003 South Troy Street	\$ 92.09
Mary Englund P.O. Box 253 River Forest, Illinois 60305	2/13/86 – 6/7/88 632 North Central Park Boulevard	400.00
Crispin Solis 4809 North Paulina Street Chicago, Illinois 60640	11/5/87 – 9/9/88 2017 West Armitage Avenue	400.00
James Derikrava 10825 South Hoxie Avenue Chicago, Illinois 60617	5/24/88 – 7/21/88 10825 South Hoxie Avenue	69.55
R. Pontarelli 1560 Sandburg Terrace Chicago, Illinois 60610	12/7/87 – 9/26/88 3940 North Narragansett Avenue	177.14
Henry J. Hammacher 1491 South Fifth Avenue Des Plaines, Illinois 60018	8/10/88 – 10/27/88 6423 North Campbell Avenue	400.00

; and

*Be It Further Ordered*, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant; on account of underground leaks:

Name And Address	Location	Amount
Rafaela Orozco 2809 South Avers Avenue Chicago, Illinois 60623	3/19/86 – 5/13/86 2809 South Avers Avenue	\$400.00
Bryant O'Connor 7000 South Bishop Street Chicago, Illinois 60636	5/16/85 – 7/15/85 7000 South Bishop Street	399.17
Percy Anderson 10924 South Union Avenue Chicago, Illinois 60628	7/7/87 – 10/27/88 10201 – 10205 South St. Lawrence Avenue	400.00

Name And Address	Location	Amount
Frank Owens 735 North Hamlin Avenue Chicago, Illinois 60624	10/16/85 -- 11/5/85 735 North Hamlin Avenue	\$400.00
P. M. Smith 8226 South Carpenter Street Chicago, Illinois 60620	11/18/86 -- 7/28/87 7043 South Carpenter Street	374.01
S. A. Hunter 4021 South Vincennes Avenue Chicago, Illinois 60653	4/7/87 -- 10/2/87 4023 South Vincennes Avenue	379.48
Mary Reid 1528 South Spaulding Avenue Chicago, Illinois 60623	6/9/87 -- 10/7/87 1528 South Spaulding Avenue	116.00
Robert T. Crane 7052 West Higgins Road Chicago, Illinois 60656	1/5/87 -- 3/10/87 7050 -- 7052 West Higgins Road	400.00
Rogelio R. Zaide 6710 North Clark Street Chicago, Illinois 60626	6/20/86 -- 2/19/87 4330 North Sacramento Avenue	400.00
Benjamin Bentancourt R.R.1, Box 52 Oreana, Illinois 62554	4/29/87 -- 10/20/87 5644 South Green Street	386.62
Eddie T. Berry 1750 West Monroe Street Chicago, Illinois 60612	5/12/87 -- 9/10/87 1750 West Monroe Street	190.37
Jacob De Leon 8701 South Manistee Avenue Chicago, Illinois 60617	2/29/88 -- 4/28/88 8711 South Exchange Avenue	55.61
Philip J. Ryan 415 West Washington Suite 216 Waukegan, Illinois 60085	10/10/87 -- 2/8/88 2332 West Charleston Street	306.24
Miguel Alejo 4935 North Pulaski Road Chicago, Illinois 60632	1/28/88 -- 9/21/88 4935 North Pulaski Road	297.76

Name And Address	Location	Amount
Calvin Elkins 1948 South Sawyer Avenue Chicago, Illinois 60623	7/1/87 -- 10/28/87 1948 South Sawyer Avenue	\$202.29
Ronald Paus 4034 North Mango Avenue Chicago, Illinois 60634	3/24/86 -- 7/15/86 2814 South Kostner Avenue	400.00
Johnny Clark 4816 West Erie Street Chicago, Illinois 60644	11/17/87 -- 3/20/87 4816 West Erie Street	400.00
Frank Estrada 2738 West 24th Street Chicago, Illinois 60608	3/2/88 -- 6/16/88 2713 West 22nd Place	400.00
Miguel Guerrero 2758 West 24th Street Chicago, Illinois 60608	4/28/88 -- 6/28/88 2758 West 24th Street	125.25
Gilberto Quintero 13148 South Baltimore Avenue Chicago, Illinois 60633	1/27/88 -- 3/28/88 13148 South Baltimore Avenue	110.41
Victor Simon 1615 North Woods Street Chicago, Illinois 60622	5/22/87 -- 3/23/88 1615 North Woods Street	400.00
Geo Woodberry 3840 West Wilcox Street Chicago, Illinois 60624	5/19/88 -- 7/29/88 3840 West Wilcox Street	400.00
Vasile Gheorghiu 426 East Irving Park Road Bensenville, Illinois 60106	1/21/87 -- 3/25/87 6229 North Winthrop Avenue	400.00
Leonard Laino 819 South Carpenter Street Chicago, Illinois 60607	4/26/88 -- 10/25/88 819 South Carpenter Street	400.00
Leonard Laino 819 South Carpenter Street Chicago, Illinois 60607	4/26/88 -- 8/22/88 815 South Carpenter Street	182.45

Name And Address	Location	Amount
Helen Lata 3350 North Springfield Avenue Chicago, Illinois 60618	3/26/87 -- 3/28/88 3350 North Springfield Avenue	\$284.68
Doroteo Bruno 1824 North Kimball Avenue Chicago, Illinois 60647	1/29/88 -- 8/1/88 1824 North Kimball Avenue	391.51
Denise Franklin 8200 South Clyde Avenue Chicago, Illinois 60617	5/2/88 -- 7/11/88 4348 West Maypole Avenue	400.00
Rudolph R. Freeman 5644 South Wabash Avenue Chicago, Illinois 60637	1/13/88 -- 9/7/88 5813 South Wabash Avenue	282.80
Sam Manushkin 243 West 31st Street Chicago, Illinois 60616	4/7/88 -- 6/6/88 2401 West Lake Street	400.00
Irena K. Petri 6022 North Avondale Avenue Chicago, Illinois 60631	1/28/88 -- 4/19/88 4900 -- 4904 North Monticello Avenue	400.00
Kimberly Watts 11036 South Prospect Avenue Chicago, Illinois 60643	12/21/87 -- 3/25/88 11010 South Indiana Avenue	400.00
Cleve Williams 938 West 111th Street Chicago, Illinois 60643	1/28/88 -- 3/25/88 352 West 118th Street	400.00
Solomon Einhorn 6245 North Artesian Avenue Chicago, Illinois 60659	4/21/88 -- 12/13/88 6301 -- 6315 North Rockwell Street	400.00
Leona Mizera/Konstanty 4849 South Honore Street Chicago, Illinois 60609	1/27/88 -- 9/21/88 4849 South Honore Street	400.00
Rayne Ann Wood 3942 North Hermitage Avenue Chicago, Illinois 60613	9/27/88 -- 10/17/88 3942 North Hermitage Avenue	51.23

Name And Address	Location	Amount
Raymond DeGrazia 537 West 31st Street Chicago, Illinois 60616	8/19/88 -- 10/19/88 537 West 31st Street	\$400.00
Mary Gonzales 2924 North Talman Avenue Chicago, Illinois 60618	10/31/85 -- 7/16/86 2924 North Talman Avenue	400.00
James Knowles 1240 North Avers Avenue Chicago, Illinois 60651	1/29/88 -- 3/24/88 1240 North Avers Avenue	400.00
Charles Lewis 1301 Reichert Drive Crete, Illinois 60417	3/15/88 -- 7/6/88 7147-7149 South Constance Avenue	400.00
Fletcher Taylor 7605 South Paxton Avenue Chicago, Illinois 60649	1/12/88 -- 9/7/88 6428 South Morgan Street	328.85
Santiago F. Evangelista 2062 North Oakley Boulevard Chicago, Illinois 60647	6/6/88 -- 8/4/88 2062 North Oakley Boulevard	243.49
Sammie L. Collins 4709 South Wabash Avenue Chicago, Illinois 60615	10/17/88 4709 South Wabash Avenue	372.78
Donald O'Carroll 2624 West Coyle Avenue Chicago, Illinois 60645	1/25/88 -- 9/21/88 1355 West Winnemac Avenue	400.00
Ann Schmidt 3814 South Honore Street Chicago, Illinois 60609	1/8/88 -- 11/3/88 3814 South Honore Street	293.40
The Anle Paper Company, Incorporated c/o Mandell 4540 West 51st Street Chicago, Illinois 60632	2/8/88 -- 4/6/88 4540 West 51st Street	206.93



Name And Address	Location	Amount
Mr. and Mrs. Thomas Donaldson 3522 West Fulton Boulevard Chicago, Illinois 60624	3/8/88 -- 7/6/88 3248 West Carroll Avenue	\$400.00
Mr. and Mrs. Robert Gavin 111 South Ardmore Villa Park, Illinois 60181	7/13/88 -- 9/9/88 2901 --2903 North Rockwell Street	400.00
Gail M. King 8855 South Ridgeland Avenue Chicago, Illinois 60617	8/10/88 -- 10/11/88 8855 South Ridgeland Avenue	400.00
Mr. Hurd 3140 West Polk Street Chicago, Illinois 60612	3/20/87 -- 7/13/87 3140 West Polk Street	109.71

---

***Do Not Pass* -- SUNDRY CLAIMS FOR VARIOUS REFUNDS  
FOR VEHICULAR DAMAGE, PROPERTY DAMAGE,  
PERSONAL INJURY, ET CETERA.**

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, September 6, 1989.

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

Your Committee on Claims and Liabilities, to which was referred on May 9, 1984 and subsequent sundry claims as follows:

Abdul Muslek,  
K83119

Compumat, Incorporated  
001470

Carrie Green

**Mega Prestige Liquors, Incorporated**  
**004526**

**Dennis Lawrence**

**Tomis Martinez**

**Simon Hung and Andy Hwang**  
**000690**

**Veronique Jervier**

**Salomon and Martina Moreno**

**Jerry Lee MacCray**

**Charles and Louise Cleveland**

**John K. Lee**

**Marie Lacko**

**Charles and Louise Cleveland**

**The Peoples Gas Light and Coke Company**  
**File 87-0-74**

**The Peoples Gas Light and Coke Company**  
**File 87-0-245**

**The Peoples Gas Light and Coke Company**  
**File 88-0-204**

**Hanover Insurance Company and Dennis Malnati**  
**Cl. 077387MF**

**Walter F. Kubiak**

**South Carolina Insurance Company and Sylvia DeLisa**  
**Cl. 183-07204**

**Maryland Casualty Company and Robert Mrjenovich**  
**Cl. 562A877668**

Allstate Insurance Company and Harry and Barbara Cotter  
Cl. 1014923047FSH

Persephone Ann (Miller) Hunter

Teresa Walker

Dolores Winterlin

David D. Williams

The Peoples Gas Light and Coke Company  
File 88-0-229

Allstate Insurance Company and Eric Higgins  
Cl. 1372006781

American Ambassador Insurance Company and Michael Dimand  
Cl. 1004388

Phyllis Morton

State Farm Insurance Company and Gordon Freeman  
Cl. 13-2471-836

Allstate Insurance Company and Alice Kennedy  
Cl. 2520946167

Earline Gaines

Julia Gallagher

Hanover Insurance Company and Don Keegan  
Cl. 16-078787KJ

John Lapshansky

Luis O. Meza

Nathaniel Streeter

Allstate Insurance Company and Michael A. Romz  
Cl. 1230553420

Allstate Insurance Company and Rochelle Robinson  
Cl. 2700543750

Paul A. McKinney

Michael Miguist

Emilio Orta

Emma Mathers

Detrice and Derrick Shelton

Jeffrey Dampf

Frank H. Hanzlik

William Harsh

Edward J. Koznarek, Jr.

Mark Todd Lake

Ben Stelzer

The Trinities Companies and Lori Brownstein  
Cl. 3783701A

Allstate Insurance Company and Willie Coopwood  
Cl. 2520880135

Jesse Golden

Thomas Patterson

The Albert Pick Jr. Fund

Big Tuna, Incorporated

The Peoples Gas Light and Coke Company  
File 88-0-297

The Peoples Gas Light and Coke Company  
File 88-0-314

The Peoples Gas Light and Coke Company  
File 88-0-296

Miller Parking Company

Allstate Insurance Company and Joseph Bauman  
Cl. 1230398155

John M. Kurtz

Byron A. Poole

Roman Mazurczyk

Nancy Peterson

Preins O. Lathan

Safeway Insurance Company and Alphonso Esparza  
Cl. 157388

David and Mae Bess

General Accident Insurance and Westmont Auto Parts  
Cl. 2A50314-AN

Jose Rodriguez  
License 005635

The Hedman Company

The Peoples Gas Light and Coke Company  
File 87-0-81

The Peoples Gas Light and Coke Company  
File 88-0-336

The Peoples Gas Light and Coke Company  
File 88-0-344

Emmanuel A. Bennett

The Peoples Gas Light and Coke Company  
File 87-0-218

The Peoples Gas Light and Coke Company  
File 88-0-12

Allstate Insurance Company and Patricia Owens  
Cl. 2520956489

Allstate Insurance Company and Mildred Sykes  
Cl. 2700636885FSR

Herbert Braden

Mark P. Dankel

Glenn Grady

David Green

Frank Noah

Mark A. Wilson

Landfield Building

Jean Becker

Enterprise Leasing Company of Chicago

Frank J. Lowery

Maria Otega

George Alexander

Nancy Kowaluk

Vera Moody

Ruby Stadeker

Arnold Dawson

Michael J. Coty

Patrick M. Mgbada

William Miossi

Angel Ocasio

Martha Siwinski

Raymond P. Krupa

Matthew Gutzwiller

Vito Bertucci

American International Recovery, Incorporated and H. Hawkenson,  
Incorporated  
Cl. 039-019818

Marcelina Silva

Mary McGinty and Olga Dultz

Marianna Buchwald

Harold Bradley

Allstate Insurance Company and Robert Yesko  
Cl. 1372084770 FSD

Allstate Insurance Company and Earl Stewart  
Cl. 2700702679

Allstate Insurance Company and William Murray  
Cl. 252102631 6

Aetna Life and Casualty Company and Susan Theus  
Cl. J2084069350

Carolina Casualty Company and Eastern Inter-Trans Service  
Cl. K8166

Country Mutual Insurance Company and Hathaway Marketing Corporation  
Cl. 63-44366

Tommy Germany

Patricia Ann Jones

Lambros J. Kekos

Christine Saliga-Sullivan

Carrie M. Hamilton

Aetna Life and Casualty Company and Daniel Tucker  
1-2089474141

Robert S. Petty

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) JOSEPH S. KOTLARZ,  
*Chairman.*

On motion of Alderman Kotlarz, the committee's recommendation was *Concurred In* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, 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, Schuler, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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



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

---

**AMENDMENT OF RULES 35 AND 37 OF CITY COUNCIL'S  
RULES OF ORDER AND PROCEDURE.**

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

CHICAGO, September 13, 1989.

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

Your Committee on Committees, Rules and Ethics, having held a meeting on August 28, 1989 and having considered a proposed resolution to amend Rules 35 and 37 of the Rules of Order and Procedure of the City Council, having had the same under advisement, begs leave to recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

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

On motion of Alderman Mell, 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said resolution as adopted:

*Be It Resolved*, That Rule 35 of the Council's Rules of Order and Procedure is hereby amended by deleting the language in brackets and inserting the language in italics as follows:

1. Committee on Aging and Disabled.
2. Committee on Aviation.
3. Committee on Beautification and Recreation.
4. Committee on Budget and Government Operations.
5. Committee on Buildings.
6. Committee on Claims and Liabilities.
7. Committee on Committees, Rules and Ethics.
8. Committee on Capital Development.
9. Committee on Economic Development.
10. Committee on Education.
11. Committee on Energy, Environmental Protection and Public Utilities.
12. Committee on Finance.
13. Committee on Health.
14. Committee on Historical Landmark Preservation.
15. Committee on Housing, *Land Acquisition, Disposition and Leases*.
16. Committee on Human Rights and Consumer Protection.
17. Committee on Intergovernmental Relations.
- [18. Committee on Land Acquisition, Disposition and Leases.]
- [19] 18. Committee on Licenses.
- [20] 19. Committee on Local Transportation.

- [21] 20. Committee on Municipal Code Revision.
- [22] 21. Committee on Police, Fire and Municipal Institutions.
- [23] 22. Committee on Ports, Wharves and Bridges.
- [24] 23. Committee on Special Events and Cultural Affairs.
- [25] 24. Committee on Streets and Alleys.
- [26] 25. Committee on Traffic Control and Safety.
- [27] 26. Committee on Veteran's Affairs.
- [28] 27. Committee on Zoning.

; and

*Be It Further Resolved*, That Rule 37 of the Council's Rules of Order and Procedure is hereby amended in paragraph 15 by inserting the language in italics as follows:

(15). Committee on Housing, *Land Acquisition, Disposition and Leases* shall have jurisdiction over all housing, redevelopment and neighborhood conservation matters and programs (except the Building Code), City planning activities, development and conservation, matters generally affecting the Chicago Plan Commission, the City's housing agencies and the Department of Planning, City and Community Development. *It shall also have jurisdiction over all acquisitions and dispositions of interest in real estate by the City, its agencies and departments. The committee's jurisdiction includes all other acquisitions or dispositions of interest in real estate which the City Council is required to approve under state or federal law. The committee shall have jurisdiction over all leases of real estate, or of space within buildings to which the City or any of its agencies, departments or offices, is a party.*

and by deleting paragraph 18 in its entirety and renumbering as 18 through 27 the subsequent paragraphs listing committee jurisdictions.

*Re-Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 147  
BY ADDING NEW SECTION 147-7.1 REQUIRING  
TEN CENT DEPOSIT ON ALCOHOLIC  
BEVERAGE CONTAINERS.

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

CHICAGO, September 13, 1989.

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

Your Committee on Committees, Rules and Ethics, having held a meeting on August 28, 1989 and having considered a proposed ordinance to amend the Municipal Code by creating a 10 cent deposit on beverage containers containing wine and wine products, having had the same under advisement, begs leave to recommend that Your Honorable Body *Re-refer* the said proposed ordinance to the Committee on Municipal Code Revision.

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

Respectfully submitted,

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

On motion of Alderman Mell, the committee's recommendation was *Concurred In* and the said proposed ordinance was *Re-Referred to the Committee on Municipal Code Revision* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

*Re-Referred* -- COMMITTEE ON HUMAN RIGHTS AND CONSUMER  
PROTECTION URGED TO CONVENE HEARINGS  
AND ESTABLISH SUBCOMMITTEE ON  
DOMESTIC VIOLENCE.

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

CHICAGO, September 13, 1989.

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

Your Committee on Committees, Rules and Ethics, having held a meeting on August 28, 1989 and having considered a proposed resolution regarding measures to be taken against domestic violence, having had the same under advisement, begs leave to recommend that Your Honorable Body *Re-refer* the said proposed resolution to the Committee on Human Rights and Consumer Protection.

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

Respectfully submitted,

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

On motion of Alderman Mell, the committee's recommendation was *Concurred In* and the said proposed resolution was *Re-Referred to the Committee on Human Rights and Consumer Protection* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

*Re-Deferred* -- ILLINOIS GENERAL ASSEMBLY URGED TO  
ENACT VIABLE PENSION PLAN FOR  
ELECTED OFFICIALS.

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

CHICAGO, September 13, 1989.

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

Your Committee on Committees, Rules and Ethics, having held a meeting on August 28, 1989 and having considered a proposed resolution memorializing the Illinois General Assembly to enact a viable pension plan for aldermen, having had the same under advisement, begs leave to recommend that Your Honorable Body *Re-refer* the said proposed resolution to the Committee on Intergovernmental Relations.

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

Respectfully submitted,

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

On motion of Alderman Mell, the committee's recommendation was *Concurred In* and the said proposed resolution was *Re-Deferred to the Committee on Intergovernmental Relations* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

***Re-Referred -- ILLINOIS GENERAL ASSEMBLY URGED TO  
PASS LEGISLATION TO ALLOW DRIVER'S LICENSE  
REVOCAION FOR MOTORISTS FOUND IN  
POSSESSION OF DRUGS.***

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

CHICAGO, September 13, 1989..

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

Your Committee on Committees, Rules and Ethics, having held a meeting on August 28, 1989 and having considered a proposed resolution memorializing the Illinois General Assembly to legislate toward license revocation of drivers found using or possessing drugs, having had the same under advisement, begs leave to recommend that Your Honorable Body *Re-refer* the said proposed resolution to the Committee on Intergovernmental Relations.

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

Respectfully submitted,

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

On motion of Alderman Mell, the committee's recommendation was *Concurred In* and the said proposed resolution was *Re-Referred to the Committee on Intergovernmental Relations* by yeas and nays as follows:

***Yeas*** -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

***Nays*** -- None.

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

*Re-Referred* -- UNITED STATES CONGRESS URGED TO BAN  
SALE AND DISTRIBUTION OF DRUG  
PARAPHERNALIA.

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

CHICAGO, September 13, 1989.

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

Your Committee on Committees, Rules and Ethics, having held a meeting on August 28, 1989 and having considered a proposed resolution memorializing the United States Congress to ban the sale of drug paraphernalia throughout the United States, having had the same under advisement, begs leave to recommend that Your Honorable Body *Re-refer* the said proposed resolution to the Committee on Intergovernmental Relations.

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

Respectfully submitted,

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

On motion of Alderman Mell, the committee's recommendation was *Concurred In* and the said proposed resolution was *Re-Referred to the Committee on Intergovernmental Relations* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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



*Failed To Pass* -- AMENDMENT OF MUNICIPAL CODE CHAPTER  
178, BY ADDING NEW SECTIONS 178-25 THROUGH  
178-27 WHICH WOULD REQUIRE LICENSING AND  
INVESTIGATION OF MERCHANTS ENGAGED  
IN SALE OF CERTAIN SMOKING  
PARAPHERNALIA.

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

CHICAGO, September 13, 1989.

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

Your Committee on Committees, Rules and Ethics, having held a meeting on August 28, 1989 and having considered a proposed ordinance requiring specified licenses for establishments selling drug paraphernalia, having had the same under advisement, begs leave to recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

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

On motion of Alderman Mell, the committee's recommendation was *Concurred In* and said proposed ordinance *Failed To Pass* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

Said ordinance, which failed to pass, reads as follows:

WHEREAS, Sales of those items generally categorized as drug paraphernalia are included in the ordinance -- Municipal Code Section 178-19 -- by which the City of Chicago has rendered it unlawful to furnish smoking materials of any kind to persons under the age of 18 years; and

WHEREAS, Retail sales of drug paraphernalia nonetheless exist, and there have been many instances where such items are sold over the counter to and in the presence of our young people. Many of these items are designed and marketed for use with illegal substances, and their widespread availability constitutes a threat to the public health, safety and welfare. The City must do all it can to discourage such rampant availability; now, therefore,

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

SECTION 1. That Chapter 178 of the Municipal Code of Chicago be and the same is hereby amended by adding thereto three new sections, to be known as Sections 178-25, 178-26 and 178-27, respectively, and to read as follows:

*178-25. No person shall engage in the retail sale of paraphernalia for the ingestion or inhalation of smoking materials other than tobacco without first having obtained a license therefor, in addition to any other licensing required in this code. Application shall be made in conformity with the general requirements of this code relating to applications for licenses.*

*The superintendent of police shall cause an investigation of the character and reputation of the applicant, of whether the applicant is a proper person to be entrusted with the sale of such smoking paraphernalia, and of whether the premises named in said application comply with the police regulations of this code applicable to said business, including the requirement as to location.*

*178-26. Application for a license to sell paraphernalia for the ingestion or inhalation of smoking materials other than tobacco shall be accompanied by a consent form solicited from a minimum of twenty-five percent (25%) of the persons who reside within five hundred feet of the business for which the application is made.*

*Every such license shall be issued for an annual period beginning July 1 and ending June 30. License fee shall be One Thousand Dollars for the whole or any portion of the license period for which application is made.*

*178-27. Any business or person found in violation of Sections 178-25 and 178-26 shall be subject to a fine of One Thousand Dollars for each offense, and each day such violations continues shall constitute a separate and distinct offense. The third consecutive violation by the same person or business shall result in revocation of the license.*

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

COMMITTEE ON HOUSING, LAND ACQUISITION,  
DISPOSITION AND LEASES.

---

AMENDMENT NUMBER TWO TO MONTEREY-VINCENNES  
REDEVELOPMENT PLAN.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Housing, Land Acquisition, Disposition and Leases, having had under consideration the following proposed ordinance, recommends passage of the ordinance approving Amendment No. 2 to the Monterey-Vincennes Redevelopment Plan. This amendment would change the land use from "Institutional or Residential" to "Institutional or Commercial", to allow for new construction of the professional center. The location of the change is 1701 -- 1727 West Monterey Avenue and 11216 -- 11224 South Vincennes Avenue.

This recommendation was concurred in by a unanimous vote of the members of the committee with no dissenting voice.

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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal and the City Council heretofore approved the Monterey-Vincennes Redevelopment Plan, as amended; and

WHEREAS, The Department of Urban Renewal, by Resolution No. 89-DUR-18, adopted on June 20, 1989, approved Plan Amendment No. 2 to said Plan, which amendment is attached hereto, and incorporated in this ordinance; and

WHEREAS, Amendment No. 2 provides for a change from "Institutional or Residential" to "Institutional or Commercial" use for the property known as 11216 -- 11224 South Vincennes Avenue; and

WHEREAS, Amendment No. 2 further provides for the vacation of a portion of the east-west alley next south of West Monterey Avenue from South Vincennes Avenue west to the first north-south alley; and

WHEREAS, The City Council has reviewed Amendment No. 2 and it is the consensus of the City Council that said Plan, as amended, constitutes a Redevelopment 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. 2 to the Monterey-Vincennes Redevelopment Plan, as amended, dated June, 1989, which is incorporated herein by this reference, is hereby approved.

SECTION 2. This ordinance shall be effective from and after passage and approval.

Plan Amendment No. 2 attached to this ordinance reads as follows:

*Amendment No. 2 To The*

*Monterey-Vincennes Redevelopment Plan.*

The revised Monterey-Vincennes Redevelopment Plan, as approved by the City Council in May, 1979 and as amended by Amendment No. 1 in April, 1986, is hereby amended as follows:

Item I: Land Use Plan Map.

Delete the Land Use Plan Map dated December, 1985 and substitute the Land Use Plan Map dated June, 1989. This Land Use Plan Map reflects the following changes from the previous map:

1. The land use of the property known as 11216 -- 11224 South Vincennes Avenue shall be changed from "Institutional or Residential" to "Institutional or Commercial" use.
2. The portion of the east-west alley next south of West Monterey Avenue from South Vincennes Avenue west to the first north-south alley shall be vacated. The land use of the vacated alley would be "Institutional or Commercial". The vacated alley parcel would be assembled with adjacent urban renewal land for redevelopment.

[Land Use Plan Map attached to this amendment printed on page 4667 of this Journal.]

---

AMENDMENT NUMBER FIVE TO LAWNSDALE  
CONSERVATION PLAN.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Housing, Land Acquisition, Disposition and Leases, having had under consideration the following proposed ordinance, recommends passage of the ordinance approving Amendment No. 5 to the Lawndale Conservation Plan. This amendment would change from "Residential" to "Institutional" use the property known as 1327 -- 1359 South Pulaski Road and 1346 -- 1360 South Harding Avenue. The purpose of the changes would be to allow redevelopment of vacant land for a new church.

(Continued on page 4668)



(Continued from page 4666)

This recommendation was concurred in by a unanimous vote of the members of the committee with no dissenting voice.

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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal and the City Council heretofore approved the Lawndale Conservation Plan, as amended, for the Lawndale Conservation Area; and

WHEREAS, The Lawndale Conservation Community Council, by a vote of 4 in favor, 1 abstaining and 1 undecided, on May 11, 1989, approved Plan Amendment No. 5 to said Plan; and

WHEREAS, The Department of Urban Renewal, by Resolution 89-DUR-15, adopted on June 20, 1989, approved Plan Amendment No. 5 to said Plan, which amendment is attached hereto and incorporated in this ordinance; and

WHEREAS, Said amendment would change from "Residential" to "Institutional" use the property at 1327 -- 1359 South Pulaski Road and 1346 -- 1360 South Harding Avenue; and

WHEREAS, The City Council has reviewed the foregoing submittal, and it is the sense of the City Council that said Plan Amendment No. 5, 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 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. 5 to the Lawndale Conservation Plan, as amended, dated June, 1989, which is incorporated herein by this reference, is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage and approval.

Plan Amendment No. 5 attached to this ordinance reads as follows:

*Amendment No. 5 To The Lawndale Conservation Area.*

The Revised Lawndale Conservation Plan, as approved by the City Council in June, 1970 and as amended by Amendment No. 1 in March, 1982; by Amendment No. 2 in November, 1982; by Amendment No. 3 in October, 1988; and by Amendment No. 4 in October, 1988, is hereby amended as follows:

Item I: Land Use Plan Map.

Delete the Land Use Plan Map dated August, 1988 and substitute the Land Use Plan Map dated June, 1989. This Land Use Plan Map reflects the following change from the previous map:

1. The land use of the property known as 1327 -- 1359 South Pulaski Road and 1346 -- 1360 South Harding Avenue shall be changed from "Residential" to "Institutional" Use.

[Land Use Plan maps attached to this Amendment printed on pages 4670 through 4671 of this Journal.]

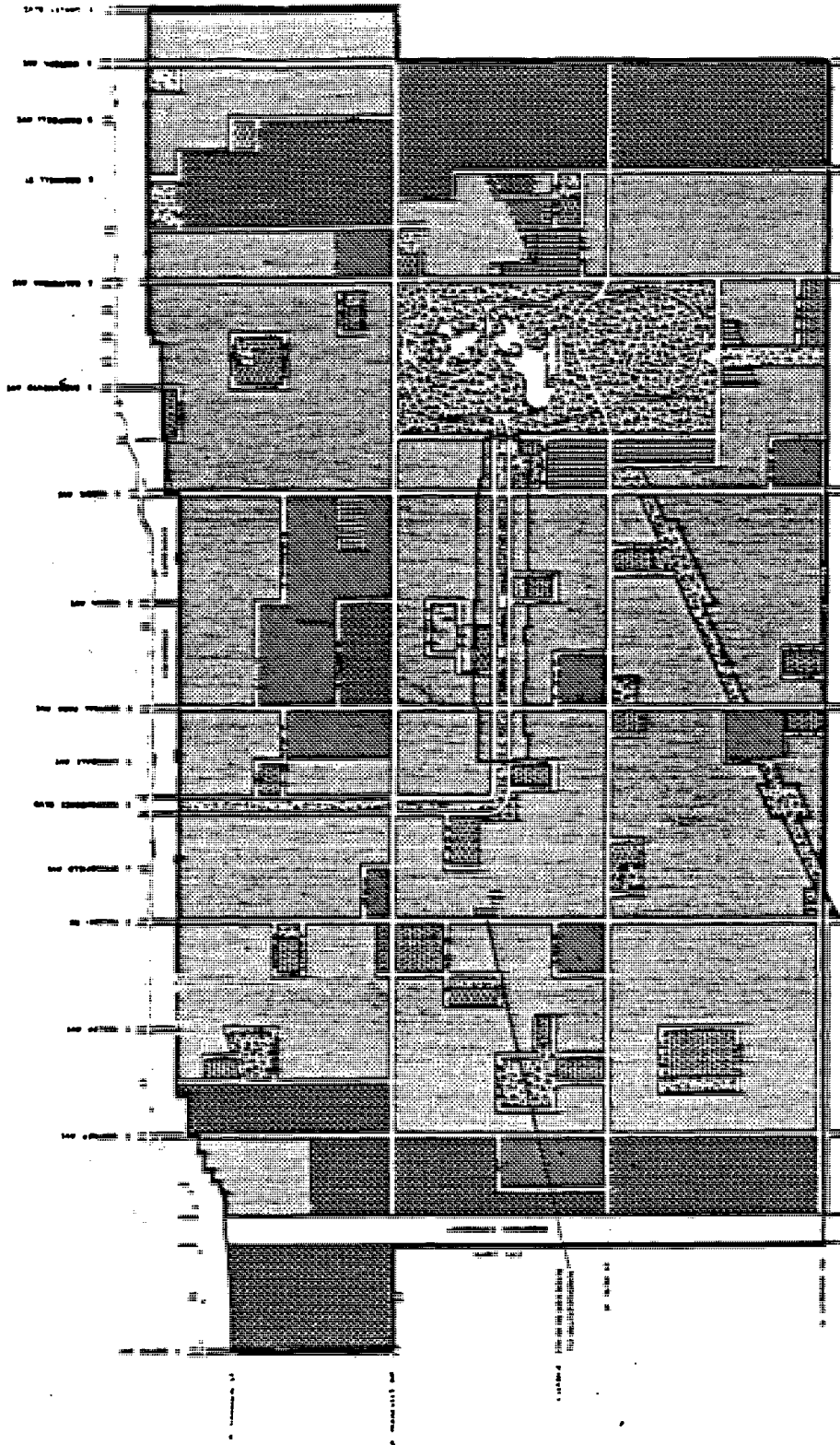
---

SALE OF CITY-OWNED VACANT PROPERTY LOCATED AT  
1355 -- 1357 NORTH BELL AVENUE/2215 WEST  
HIRSCH STREET TO RWA PRODUCTION,  
INCORPORATED.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

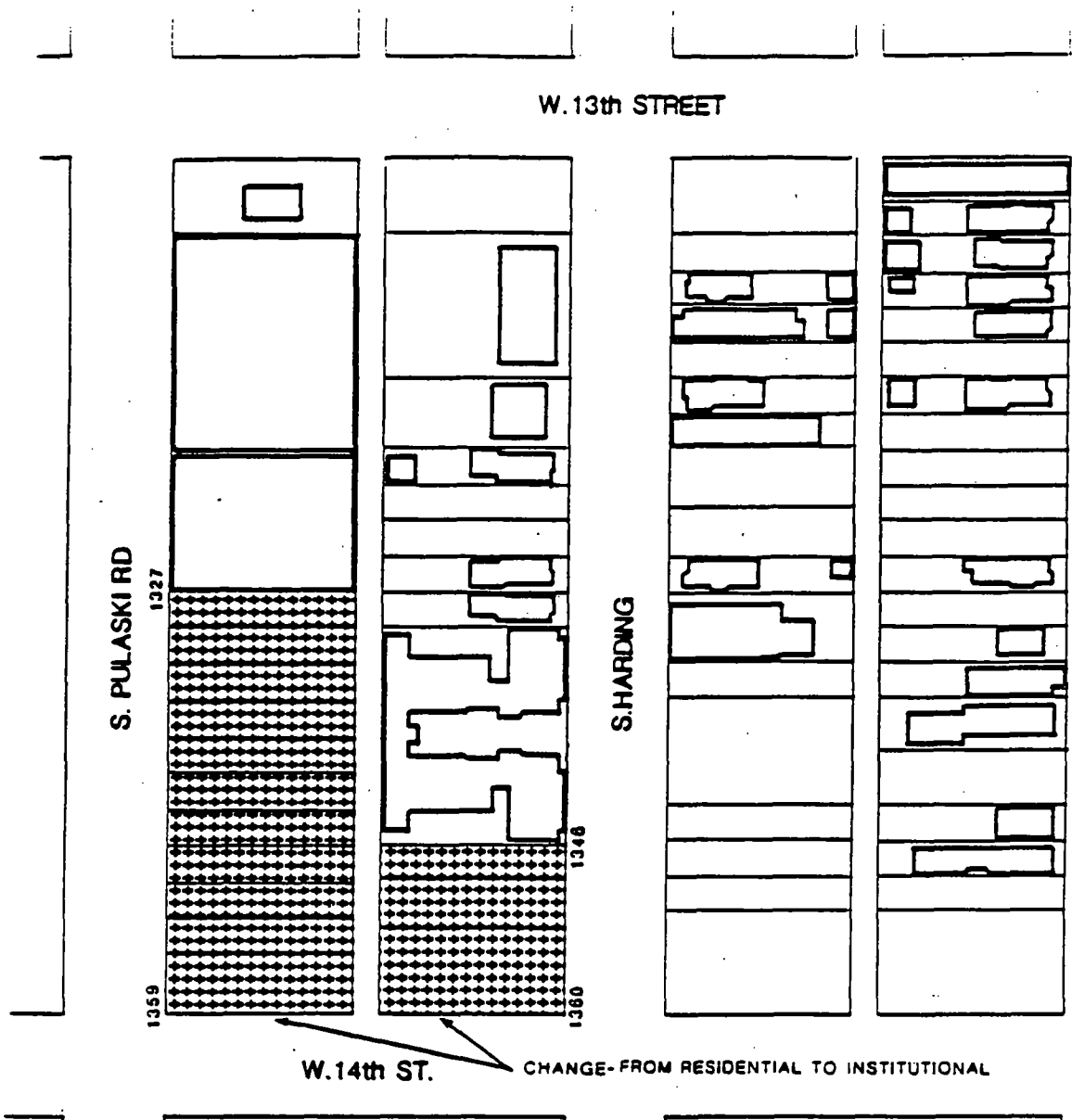
(Continued on page 4672)





- LEGEND**
- INDUSTRIAL
  - SCHOOL SITES
  - INSTITUTIONAL
  - RESIDENTIAL
  - COMMERCIAL
  - PARK AND OPEN SPACE

**LAND USE PLAN**  
**LAWDALE CONSERVATION AREA**  
**AMENDMENT NO. 5**  
**JUNE, 1989**  
 DEPARTMENT OF HOUSING  
 CITY OF CHICAGO



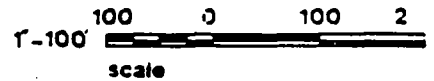
**LAND USE PLAN**  
**LAWNDALE CONSERVATION AREA (PARTIAL)**  
**SUB AREA 'E'**

AMENDMENT NO. 5  
 JUNE, 1989

LEGEND

 INSTITUTIONAL

DEPARTMENT OF HOUSING  
 CITY OF CHICAGO



(Continued from page 4669)

CHICAGO, September 11, 1989.

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

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services to authorize and approve the sale of vacant land under the home rule act at the following location:

1355 – 1357 North Bell Avenue/2215 West Hirsch 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 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder the City of Chicago, a home rule unit, does hereby authorize and approve the

sale of the vacant parcel of real property described herein, which is owned by the City of Chicago, to RWA Production, Incorporated, 445 East Ohio Street, Chicago, Illinois 60611, for consideration cited herein:

Real Estate Numbers: 2373 and 5363  
1355 -- 1357 North Bell Avenue/  
2215 West Hirsch Street

Permanent Tax Numbers: 17-06-  
117-002 and 17-06-117-001  
Amount: \$40,000.00

#### Legal Description

Lot 47 in Warner's and Lot 48 in subdivision of Block 9 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.

SECTION 2. This quitclaim deed is subject to the express condition that if subsequent to this conveyance the Grantee, its successors or assigns, fails to use this parcel to demonstrate the building of affordable housing, the Grantor may re-enter and take possession of the property and terminate the estate conveyed by this quitclaim deed, and such title, rights and interests of the Grantee, or any assigns or successors in interest, to and in the property shall revert to the Grantor.

SECTION 3. That upon payment to the City of Chicago of the consideration cited herein, the Mayor is authorized to execute quitclaim deeds conveying said parcel of real property to RWA Production, Incorporated, with the City Clerk attesting to said conveyances.

SECTION 4. This ordinance shall be effective upon its passage.

---

EXECUTION OF LEASE AGREEMENT AT 3718 -- 3720  
WEST IRVING PARK ROAD FOR CHICAGO  
PUBLIC LIBRARY.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, September 11, 1989.

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

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a lease at 3718 -- 3720 West Irving Park Road (Chicago Public Library, Lease No. 14088) 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from Erich Spitzner, as Lessor, for approximately 2,888 square feet of space for use by the Chicago Public Library, as Lessee, for use as a Public Library located at 3718 -- 3720 West Irving Park Road, 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 4675  
of this Journal.]

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

(Continued on page 4676)

LEASE-Short Form Lease No. 14088

Form C. O. No. 18

City of Chicago

This Agreement, Made this \_\_\_\_\_ day of \_\_\_\_\_

A. D. 19 \_\_\_\_\_ between Erich Spitzner (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 2,888 square feet of office space located at 3718-20 West Irving Park Road 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. 1991. Lessee/has the right to terminate this lease upon ninety (90) days prior written notice anytime after twenty-four (24) months from execution of lease and the right to renew this lease for a further period of \_\_\_\_\_

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 Erich Spitzner, 3714 W. Irving Park Road, 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.

For Rental Payment 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, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: \_\_\_\_\_ Asset Manager, \_\_\_\_\_

By: Erich Spitzner

By: \_\_\_\_\_ Commissioner, Chicago Public Library

By: \_\_\_\_\_ Commissioner of General Services

By: \_\_\_\_\_ President, Chicago Public Library

(Continued from page 4674)

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 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: Erich Spitzner, 3714 West Irving Park Road, Chicago, Illinois 60618.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

One Thousand One Hundred Forty-five and no/100 Dollars (\$1,145.00) per month for the period beginning on the 1st day of January, 1989 and ending on the 31st day of December, 1989;

One Thousand One Hundred Eighty-two and no/100 Dollars (\$1,182.00) per month for the period beginning on the 1st day of January, 1990 and ending on the 31st day of December, 1990;

One Thousand Two Hundred Fifteen and no/100 Dollars (\$1,215.00) per month for the period beginning on the 1st day of January, 1991 and ending on the 31st day of December, 1991.

Rent is payable in advance on the first day of each month by the Office of the City Comptroller to Erich Spitzner, 3714 West Irving Park Road, Chicago, Illinois, 60618.

## Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide for heat daily from 8:00 A.M. to 9:00 P.M. (Saturdays 8:00 A.M. to 6:00 P.M.) Sundays and holidays whenever heat shall be necessary for comfortable occupancy of the demised premises. Lessor shall maintain plant and equipment in good operable condition.

Provide for air conditioning daily from 8:00 A.M. to 9:00 P.M. (Saturdays 8:00 A.M. to 6:00 P.M.) Sundays and holidays if necessary, whenever air conditioning shall be required for comfortable occupancy of the demised premises.

Provide and pay for domestic water and maintain plumbing in good operable condition.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit; with the City of Chicago to be named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

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, et cetera, 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.

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 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 the light bulbs or sweeping of any kind.

Provide and pay for maintenance staff for normal operating and equipment maintenance for heating and air-conditioning units. Lessor agrees to assume responsibility for replacement of parts which cost exceeds Five Hundred Dollars (\$500.00).

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 hindrance by, from or through Lessor, its successors or assigns.

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 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 setoff 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, public excitement 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 reasonable 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. Either Lessor or Lessee reserves the right to terminate this lease with ninety (90) days prior written notice during the term of this lease anytime after twenty-four (24) months 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. In the event the 1989, 1990 and 1991 real estate tax bills are greater than the 1985 real estate tax bill, then the Lessee shall pay the difference between said real estate tax bills and 1985 tax bill. These payments shall be made to the Lessor within one hundred twenty (120) days upon written notice thereof to the Lessee, this provision applies to the entire term of this lease.
- C. The words "Lessor" and "Lessee" whenever used herein shall be construed to mean respectively, Lessor or Lessee, their successors and assigns (subject to the provisions of this lease relative to assignments) or any one or more of them in all cases where there is more than one and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other organizations, partnerships or other entities, or individuals, shall in all cases be assumed as though in each case fully expressed.
- D. 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.
- E. 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.

---

EXECUTION OF LEASE AGREEMENT AT 4325 NORTH  
MILWAUKEE AVENUE FOR DEPARTMENT OF  
POLICE/BEAT REPRESENTATIVE  
PROGRAM.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, August 2, 1989.

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

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a lease at 4325 North Milwaukee Avenue (Lease No. 12039) for the Department of Police/Beat Representative Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from Demetrios L. Kozonis and Chrisoula Kozonis, as joint tenants and not as tenants in common as beneficiaries of Parkway Bank and Trust Company, under Trust Number 8217 dated March 3, 1987, as Lessors, for approximately 770 square feet of ground floor office space located at 4325 North Milwaukee Avenue for use by the Department of Police/Beat Representative Program, and to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 4683  
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 Lessee at the premises and, in addition, to the Asset Manager, Bureau of Assets Management, 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.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

One Thousand One Hundred Fifty-five and no/100 Dollars (\$1,155.00) per month for the period beginning on the 1st day of September, 1989 or date of occupation (with said monthly rental being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 31st day of August, 1991;

One Thousand Two Hundred Twelve and 75/100 Dollars (\$1,212.75) per month for the period beginning on the 1st day of September, 1991 and ending on the 31st day of August, 1992;

One Thousand Two Hundred Seventy and 50/100 Dollars (\$1,270.50) per month for the period beginning on the 1st day of September, 1992 and ending on the 31st day of August, 1994.

Rent is payable in advance on the first day of each calendar month by Office of the City Comptroller to Mega Properties, Incorporated, 5532 North Milwaukee Avenue, Suite A, Chicago, Illinois 60630.

(Continued on page 4684)

LEASE-Short Form

Form C. O. No. 1B

City of Chicago

**This Agreement,** Made this \_\_\_\_\_ day of \_\_\_\_\_

A. D. 19 \_\_\_\_\_ between Demetrios L. Kozonis and Chrisoula Kozonis, as joint tenants and not as tenants in common as beneficiaries of Parkway Bank and Trust Company, U/T No. 8217 dated March 3, 1987 as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 770 square feet of ground floor office space located at 4325 North Milwaukee for use by the Department of Police/Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September A. D. 19 89, and ending on the 31st day of August A. D. 19 94. Lessee has the right to terminate this lease upon thirty (30) days prior written notice anytime after twenty-four (24) months from execution of lease.

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 Mega Properties, Inc., Demetrios L. Kozonis, 5532 North Milwaukee, Suite A, Chicago, IL 60630 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.

For Rental Payment 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.

*Karen A. Kuzner*  
Assistant Corporation Counsel

Approved: \_\_\_\_\_  
Asset Manager Real Estate

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Superintendent of Police

By: \_\_\_\_\_

By: \_\_\_\_\_  
Demetrios L. Kozonis & Chrisoula Kozonis, as joint tenants and not as tenants in common as beneficiaries of Parkway Bank & Trust Co., U/T No. 8217 dated 3/3/87.

By: \_\_\_\_\_  
Commissioner of General Services

(Continued from page 4682)

**Lessor And Lessee Responsibilities.**

Lessor under this lease shall:

Undertake the following repairs prior to execution of lease:

Paint all interior walls and ceilings on first floor where necessary.

Install carpeting and/or floor covering on floor of leased premises.

Provide and pay for heat, maintain plant and equipment in good operable condition.

Provide and pay for hot water, domestic water and maintain plumbing in good operable condition.

Provide for central air-conditioning on the first floor and maintain plant and equipment in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building, including maintenance of all 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.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit; with the City to be named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for prompt removal of snow and ice from sidewalks and parking lot which immediately abut the demised premises.

Lessee under this lease shall:

Pay for electricity as metered for outlets and air-conditioning.

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.

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 scavenger service if necessary.

Lessee shall have access to basement area, if any.

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fail 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.

In the event of substantial breach of any covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect by Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver by Lessee of any subsequent breach caused by the Lessor or of any right thereby.



EXECUTION OF LEASE AGREEMENT WITH STAR LINE  
CORPORATION/STAR OF CHICAGO III  
FOR SUNDRY PRIVILEGES AT  
NAVY PIER.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, August 2, 1989.

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

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a lease for Star Line Corporation (Lease No. 30141) at Navy Pier, 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Section 24.1 of the Municipal Code of Chicago places the management, control, and leasing at Navy Pier under the jurisdiction of the Department of General

Services, subject to approval of the Commissioner of General Services and the City Council;  
and

WHEREAS, The Department of General Services has submitted the lease attached hereto and made a part hereof to this body for its review and consideration; and

WHEREAS, This body has duly reviewed said lease and the recommendation of the Department of General Services; now, therefore,

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

SECTION 1. The Lease between the City of Chicago and the Star Line Corporation/Star of Chicago III which is substantially in the following form, is hereby approved.

SECTION 2. The Department of General Services is authorized to execute the same, subject to approval by the Corporation Counsel as to form and legality.

SECTION 3. This ordinance becomes effective immediately upon the passage thereof.

Lease Agreement attached to this ordinance reads as follows:

*Lease Agreement.*

*Navy Pier Boats.*

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_, between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter called "Lessor") and Star Line Corporation/Star of Chicago III, a corporation organized and existing by virtue of the laws of the State of Michigan (hereinafter called "Lessee").

*Witnesseth:*

Lessor, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Lessee, does hereby grant to Lessee for use only by Lessee, the privileges hereinafter described on premises at Navy Pier, North Streeter Drive and East Grand Avenue, Chicago, Illinois, hereinafter called "Navy Pier".

This agreement shall consist of two parts:

Part I -- General Conditions; and

Part II -- Special Conditions numbered 1 to 7.

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

*Part I -- General Conditions.*

*Article I.*

This agreement shall be subject and subordinate to:

(a) Any existing or future federal/state statute or any existing or future lease or agreement between Lessor and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of Navy Pier, the execution of which has been or may be required as a condition precedent to the expenditure of federal, state or other public funds for the development, construction, operation or maintenance of the Navy Pier concrete docks and wharf area.

(b) The right of Lessor to further develop, improve, maintain, modify and repair Navy Pier concrete docks and wharf area, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

*Article II.*

The Lessee shall not, without prior approval of Lessor, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Lessee further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at the Navy Pier dock and wharf area, with any individual, partnership or corporation without prior approval of Lessor, it being understood that the only activity that Lessee may conduct directly or indirectly, alone or through others, on, upon or from said demised premises and facilities located thereon, be they demised to the others or under the control of Lessor, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Lessee shall be the joint and several obligation of each such individual or other legal entity.

If Lessee is a corporation and if the control thereof changes at any time during the term hereof, then Lessor may, at its option, declare such change a breach of this agreement.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Lessee as the agent or representative of the Lessor for any purpose or in any manner whatsoever.

*Article III.*

Lessee has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence if its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

*Article IV.*

Lessee shall not attach, affix or permit to be attached or affixed upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of General Services (hereinafter called "Commissioner") any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

*Article V.*

Lessee, at his own expense, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Lessor upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted. If said premises shall not be so kept by Lessee, Lessor may enter the premises without terminating the privilege or an interference with the possession of said premises, Lessor shall then do all things necessary to restore said premises to the condition herein required. The cost and expense thereof shall be charged to Lessee.

*Article VI.*

Lessee covenants and agrees to keep said premises free and clear of any and all liens in any way arising out of the use thereof by Lessee. Lessee agrees to bond against or discharge any mechanic's or materialmen's lien within fourteen (14) days written request therefore by Lessor.

In addition to the rent and charges hereinafter outlined, Lessee shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by federal and state law or ordinance of the City of Chicago.

Lessee shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations on the demised premises and shall indemnify, defend and save harmless the Lessor, their authorized agents and representatives, from any penalties for violation of its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Lessee, or any of their agents or employees.

Lessor shall not be liable to Lessee for damage to property of Lessee or any loss of revenue to Lessee resulting from its acts, omissions or neglect in the maintenance and operation of the demised premises or facilities.

#### *Article VII.*

Lessee, at its own expense, shall maintain during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Office of the City Comptroller, City of Chicago (hereinafter called "Comptroller") for the protection of Lessor and/or Lessee. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller and/or Supervisor of Leasing.

Said insurance may include, but need not be limited to, insurance coverage commonly known as, or similar in kind to, public liability, products liability, property damage, fire and extended coverage, worker's compensation, scaffolding acts, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies and endorsements thereto, shall name the City of Chicago and Public Building Commission as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Lessee shall deliver all policy originals or duplicate originals and endorsements thereto to the Supervisor of Leasing, Real Estate Office, 320 North Clark Street, Room 505, Chicago, Illinois 60610, for incorporation within this agreement as attachments thereto. Lessee shall not commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Lessee is in full force and effect.

Lessee expressly understands and agrees that any insurance protection furnished by Lessee hereunder shall in no way limit its responsibility to indemnify and save harmless Lessor under the provisions of Article VI of this agreement.

*Article VIII.*

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Lessor at its expense as soon as funds are available, but Lessor shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Lessee or others pursuant to this agreement.

Lessor may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Lessor to Lessee the obligation of Lessee to pay rent shall cease and this agreement shall thereupon terminate.

*Article IX.*

Lessor hereby grants to Lessee the right of access and ingress to and egress from the premises by Lessee and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Lessor or the Commissioner of General Services, or other lawful authority, for the care, operation, maintenance and protection of the demised premises and the public.

Operations to be conducted by the Lessee under this agreement shall be done at the sole expense of the Lessee and shall be subject to general inspection by the Lessor to insure a continuing quality of services.

Lessee does further covenant, promise and agree that said Lessee will not employ any person or persons in or about the premises who shall be objectionable to the Commissioner of General Services.

Lessee agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement.

*Article X.*

If Lessee shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the nonpayment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Lessee's right to the possession of the premises thereupon shall terminate, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of said premises, and if the Lessor so elects, this agreement shall thereupon terminate and Lessee shall surrender possession of the premises immediately.

The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of any right hereby given Lessor, or as an election not to proceed under the provisions of this agreement.

The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejection, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the premises. The Lessor may collect and receive any rent due from Lessee and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

Lessee shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Lessor in enforcing the covenants and agreements of this agreement.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

#### *Article XI.*

Lessee shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Navy Pier premises, now in effect.

#### *Article XII.*

Lessee, upon performing the covenants, conditions, and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

#### *Article XIII.*

Lessee, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Lessee

will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Lessee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1964 - 1965 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1975, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1975, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1975, Ch. 48, Secs. 851 to 866 inclusive; and July 26, 1967, Ill. Rev. Stat. 1975, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60.

To demonstrate compliance the Lessee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

#### *Article XIV.*

Lessee shall pay, or cause to be paid, wages not less than those determined to be prevailing for this locality pursuant to the provisions of 29, C.F.R., Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1975, whichever is the greater.

#### *Article XV.*

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

#### *Article XVI.*

Notices to the Lessor provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of General Services of the City of Chicago, Room 502, 320 North Clark Street, Chicago, Illinois 60610, and to the Supervisor of Leasing, Real Estate Division, 320 North Clark Street, Room 505, Chicago, Illinois 60610. And notices to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at:



Star Line Corporation  
P. O. Box 112,  
Williamston, Michigan 48895-0112

*Article XVII.*

All of the terms and provisions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

*Article XVIII.*

The unenforceability, invalidity, or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.

*Article XIX.*

The rights of the Lessor hereunder shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

*Article XX.*

Lessor may enter the premises at any time upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with the Lessee's conduct of its regular business. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering the premises.

*Article XXI.*

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

*Part II -- Special Conditions.*

1) Premises.

A) Dock Area

Lessor grants to Lessee the exclusive privilege to use approximately 160 lineal feet of concrete dock and wharf area on the North Dock of Navy Pier from Frame 17 to Frame 24.

B) Storage Area

Lessee shall use same storage area as Star of Chicago.

C) Additional Area

Lessee shall use the same additional area as Star of Chicago.

Lessee shall have non-exclusive use of North Dock fenced entrance way.

2) Purpose.

Lessee shall use the premises to operate a Star of Chicago III Cruise Dining Vessel and for no other purpose whatsoever.

3) Term.

The term of this agreement shall begin on May 1, 1989 or date of occupation and terminate December 31, 1989.

4) Cancellation.

This lease and attachments can be cancelled by either party after giving ninety (90) days prior written notice prior to April 1st of any year.

## 5) Rental.

## A) Dock Area

May 1, 1989 through December 31, 1989

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A, an annual rental rate of Eight Thousand Six Hundred Forty and no/100 Dollars (\$8,640.00) at the rate of Fifty-four and no/100 Dollars (\$54.00) per lineal foot, payable by May 1, 1989 or at execution of lease.

Gross Sales

Lessee agrees to pay Lessor two and one-half percent (2-1/2%) of its 1989 gross sales as follows:

1. Twenty-five percent (25%) payable by May 1, 1989 or date of occupation.
2. Balance on or before 1st day of December, 1989.

## B) Storage Area

May 1, 1989 or execution of lease through December 31, 1989

Lessee has agreed to pay Lessor for the privileges herein granted in Section 1B, an annual rent that will be paid under the provisions in the Star of Chicago Lease, Lease No. 30062. However, if Lease No. 30062 is terminated, Lessee agrees to continue to pay Lessor an annual rent of One Thousand Two Hundred and no/100 Dollars (\$1,200.00) at the rate of fifty cents (\$.50) per square foot payable by April 1st of each year.

## C) Additional Area

May 1, 1989 or date of execution through December 31, 1989

Lessee agrees to pay Lessor for the privileges herein granted in Section 1B, an annual rental rate that will be paid under the provisions in the Star of Chicago Lease, Lease No. 30062. If Lease No. 30062 is terminated, Lessee agrees to continue to pay Lessor an annual rent of One Thousand Four Hundred and no/100 Dollars (\$1,400.00) at the rate of Two and no/100 Dollars (\$2.00) per square foot, payable April 1st of each year.

- D) Upon execution of this Lease Agreement, Lessee shall make certified check payable to "City of Chicago" and mail to:

Supervisor of Leasing  
Department of General Services  
Bureau of Asset Manager  
320 North Clark Street, Suite 505  
Chicago, Illinois 60610

6) Operations.

- A) Lessee can carpet frames 18 through 25 up to middle pillar at Lessee's own expense. Area that is carpeted can be secured by decorative chain and by placing decorative planters/barrels at east end of assigned area carpeting, planters and barrels are to be the same uniforms as used in Star II lease.

Carpeting and planters/barrels that may interfere with safe pedestrian use of the north walkway will be removed at the request of the Department of General Services.

- B) Lessee shall use the concrete dock and wharf area to load and unload passengers via areas and stairways for the operating of sightseeing craft from the dock area and shall use these areas for the mooring of craft.
- C) Lessee, or any and all persons in his employ or any other persons, is expressly forbidden to use public address systems or other mechanical or hand operated voice or power operated megaphones in solicitation of business or for entertainment purposes, including music reproductions or other reproductions, and shall not use or employ persons to "bark" or solicit business either on the leased dock area or from aboard craft or any area or location in the vicinity of the operating area or underway on craft.

- D) Lessee shall have installed at his own expense a two-way shore communication system on all craft operated by Lessee including all craft that Lessee may operate on a temporary or substitute basis.
1. This system must be operating during and at any and all times when craft are underway, with passengers or crew or guests on board; and
  2. The pilot of each of said boats shall have full use and knowledge of how to use said two-way communication system to the full satisfaction of the Commissioner; and
  3. No person shall be in charge of any craft who does not have such full knowledge of the operation of the communications system.
- E) Lessee shall advise the Commissioner of General Services in writing of the registration numbers of each of the craft used in their charter business prior to placing said craft into service. This shall apply to all craft including those operated by Lessee on a temporary or substitute basis.
- F) Lessee fully understands and agrees that Lessor does not warrant the docks, piers, quay walls and wharves to be safe for berthing or mooring vessels or for accepting and discharging passengers and assumes no responsibility as a wharfinger.
- G) Lessee fully understands and agrees that by entering into this Agreement he waives and releases Lessor of and from all damages and claims on account of any existing conditions or any conditions that may hereafter develop at the berth or approaches to the berths, docks, piers, quay walls and wharves where the Lessee's vessels may be moored or berthed under the terms of this Agreement.
- H) Lessee's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner of the Department of General Services Office.
- I) The insurance required under this Lease Agreement shall include, but not be limited to an indemnification in the penal sum of \$5,000,000 indemnification and saving harmless the City of Chicago against any and all claims for damages on account of injury to or death of any person or persons or damage to property resulting from operations under this lease.
- J) Lessee shall be solely responsible for the prompt payment of all charges for water, gas, heat, electricity, sewer and any other utilities used upon or furnished to the leased premises unless otherwise specified in Special

Conditions of this lease. Lessor will in no event be liable for any interruption or failure of utility services on the premises.

K) Garbage Provisions:

1. All dumpsters for Star of Chicago III will be consolidated beneath the North Shed in order to not interfere with public pedestrian traffic coming through the midway entrance to the north dock walkway.
2. Garbage will be placed inside the dumpster and dumpster lid will remain closed at all times. All garbage and trash that falls onto the grounds will immediately be swept up. The dumpster will be kept clean and free of loose trash at all times. Dumpsters will be emptied whenever they become full. The Star of Chicago III is responsible for keeping area free of grease, hosing it down with bleach or other approved cleaners to prevent foul odors from interfering with public use of the walkway.
3. The Star of Chicago III will screen the dumpster area from the general public if necessary after consulting the Commissioner of the Department of General Services.
4. Lessee shall provide its own scavenger service.

L) Lessee has the right to employ a caterer of its choice to provide food and beverage service.

M) The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and state statute.

N) Water Provisions:

1. The Star of Chicago III agrees to supply fresh water and a water hose to resident cruise/dining vessels for the purpose of allowing them to fulfill their prospective water needs.
2. Water hose will be long enough for said cruise/dining vessels. Adequate fresh water will be accessible twenty- four (24) hours per day.
3. The cost of both water hose and fresh water usage will be incurred by the Star of Chicago III.

## 7) Records.

Lessee shall:

- A) Maintain, in accordance with accepted accounting practice, during the term of this Agreement, and for one year after the termination or expiration thereof, and for a further period extending until the City Comptroller shall have given written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with its operations. Upon request of the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.
- B) Permit in the ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained, the examination and audit by the officers, employees and representatives of Lessor of such records and books of account.

In Witness Whereof, The parties hereto have caused this instrument to be signed in triplicate under their respective seals on the date and year first above written.

[Signature forms omitted for printing purposes.]

---

EXECUTION OF LEASE AMENDMENT AND LEASE WITH SENIOR  
CITIZENS HOUSING DEVELOPMENT CORPORATION OF  
CHICAGO FOR ADDITIONAL HOUSING AT  
NORTH PARK VILLAGE.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, August 2, 1989.

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

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred an ordinance by the Department of Housing for the following:

one ordinance authorizing the execution of a lease amendment and a lease between the City of Chicago and Senior Citizens Housing Development Corporation of Chicago to provide construction of additional senior citizen housing at North Park Village,

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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago authorized the execution of the Lease between the City of Chicago, as Lessor, and Senior Citizens Housing Development Corporation of Chicago, as Lessee, on August 10, 1979, Council Journal pages 598 -- 604; and

WHEREAS, Pursuant to the terms of the Lease, Lessee has constructed and operated a 240 unit residential living complex on the premises providing for low income senior citizen housing; and

WHEREAS, The City Council authorized the execution of an amendment to the Lease on November 4, 1987, Council Journal pages 5992 -- 5999; and



WHEREAS, The amendment provided for the construction by Lessee of an additional four story, 75 unit residential complex ("Complex") devoted to the provision of low income senior citizen housing to be located on the premises; and

WHEREAS, In order for Lessee to participate in the mutual Mortgage Insurance Fund as administered by the Department of Housing and Urban Development under Section 202 of the Federal Housing Act of 1959, as amended, the City and Lessee must amend the original Lease to delete that property upon which the Complex shall be constructed, and execute a new lease between the parties providing for the construction of the Complex by Lessee; and

WHEREAS, The City and Lessee agree that the construction and operation of the additional low income senior citizen housing on the premises will be beneficial to the interests of both parties and to the general public; and

WHEREAS, The City Council has considered the proposed Lease Amendment and the Lease providing for the construction of the Complex and it is the sense of the City Council that the Lease Amendment and the Lease are satisfactory and should be approved; 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, to the Lease Amendment and the Lease between the City of Chicago, as Lessor, and the Senior Citizens Housing Development Corporation of Chicago, as Lessee. The Lease Amendment and the Lease shall be in substantial conformity with Exhibits "A" and "B" respectively, attached hereto and made a part hereof.

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

Exhibit "A" (Lease Amendment) and Exhibit "B" (Lease) attached to this ordinance read as follows:

*Exhibit "A".*

*Lease Amendment.*

This lease amendment ("Amendment") made this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by and between the City of Chicago, a municipal corporation (hereinafter referred to as "Lessor") and Senior Citizens Housing Development Corporation of Chicago, a District of Columbia not-for-profit corporation registered to do business in the State of Illinois (hereinafter referred to as "Lessee").

*Recitals.*

Whereas, By a lease executed by the parties dated September 9, 1979 ("Lease") Lessor leased to Lessee certain real estate located in the City of Chicago, Illinois (hereinafter referred to as the "Premises") and legally described as follows:

the north 600 feet of the south 633 feet of the southwest quarter of Section 2, Township 40 North, Range 13, East of the Third Principal Meridian (excepting therefrom the east 933 feet and the west 883 feet, respectively, of said southwest quarter of Section 2), in Cook County, Illinois

; and

Whereas, Pursuant to the terms of the Lease, Lessee has constructed and operated a 240 unit residential living complex ("Complex") on the Premises providing for low income senior citizen housing; and

Whereas, Funds were obtained by Lessee for the construction and operation of the Complex from the United States Department of Housing and Urban Development ("H.U.D.") under Section 202 of the Federal Housing Act of 1959, as amended (12 U.S.C. 1701 et seq.) ("Act"); and

Whereas, Lessee has proposed to construct an additional four story, 75 unit residential complex with adjoining parking facilities providing approximately 21 parking spaces (the residential complex, other improvements and parking facility being hereinafter collectively referred to as the "Addition") devoted to the provision of low income senior citizen housing to be located adjacent to the Complex; and

Whereas, The terms and conditions providing for the construction and operation of the Addition shall be embodied in a separate lease agreement of even date hereof; and

Whereas, The Addition shall occupy a certain portion of the Premises legally described below; and

Whereas, The portion of the Premises upon which the Addition shall be constructed shall be deleted from the Lease pursuant to the terms of the Amendment and made a part of the separate lease agreement regarding construction and operation of the Addition; and

Whereas, In order to promote the above-described objectives, Lessor and Lessee seek to amend the Lease.

Now, Therefore, For and in consideration of the Premises, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereby agree as follows:

1. Incorporation Of Recitals.

The recitations set forth above constitute an integral part of the Lease and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

2. Premises.

The following described parcel shall be deleted from inclusion in the Premises:

The north 400.00 feet of the south 633.00 feet of the west 155.00 feet of the east 1,088.00 feet of the southwest quarter of Section 2; also the north 183.00 feet of the south 233.00 feet of the west 221.128 of the east 1,154.128 feet of the southwest quarter of Section 2; also the north 140.00 feet of the south 557.00 feet of the west 100.00 feet of the east 1,188.00 feet of the southwest quarter of Section 2, all in Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

3. Easement.

Lessee shall retain a utility and sewer easement over the parcel described in Section 2 of the Amendment benefitting the Premises and the Complex and more clearly described on that certain plat of survey prepared by Nakawatase, Wyns & Associates dated July 7, 1988, and attached hereto as (Sub) Exhibit A and made a part hereof.

4. Term.

Subject to the provisions of the Lease, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises for a period of seventy five (75) years commencing on the execution date of the Amendment ("Term") unless sooner terminated or further extended as provided else where in the Lease.

5. Operation Of The Complex.

(a) The operation and management of the Complex by Lessee are subject to review by H.U.D. and Lessor. All rental rates for apartment units located in the Complex are subject to review by H.U.D. and Lessor. All rental rates for apartment units located in

the Complex are subject to review by H.U.D. under Section 8 of the Housing Act of 1937, as amended, or as provided by subsequent federal law.

(b) Lessee agrees to rent apartment units located at the Complex without discrimination based on race, color, religion, sex, national origin or ancestry, or handicap.

#### 6. Alterations.

Paragraph 8 of the Lease shall be modified as follows:

(a) Lessee may make alterations, changes, additions and improvements to the Complex, provided:

- (1) The same does not reduce the value of said Complex;
- (2) That the same shall be made in accordance with plans and specifications approved in writing by the Department of Planning of Lessor;
- (3) That before commencing any such work, said plans and specifications shall be filed with and approved by all municipal or other governmental departments or authorities having jurisdiction thereof, and the written consent of H.U.D. must be procured by Lessee and delivered to Lessor; and
- (4) That Lessee shall pay the increased premium, if any, charged by the insurance companies carrying insurance policies on the Complex to cover the additional risk during the construction of said alterations, changes additions or improvements.

(b) All such alterations, changes, additions and improvements to the Complex made by Lessee shall be the property of Lessee during the Term and thereafter shall become the property of Lessor.

(c) All the machinery and equipment, if any, and all appurtenances thereto installed or affixed on or to the Premises, or any part thereof, at the commencement of the Term, are deemed the property of Lessee during the Term; and any machinery and equipment and appurtenances thereto that thereafter may be installed or affixed on or to the Premises, or any part thereof, by Lessee shall be the property of Lessee during the Term. At the expiration of the Term, any machinery, equipment and appurtenances which are then part of the Premises shall become the property of Lessor; and thereafter such machinery, equipment and appurtenances shall not be removed by Lessee without the prior written consent of Lessor. Movable furniture and equipment, however, shall remain Lessee's property at all times and may be removed at the termination of the Lease.

### 7. Affirmative Action.

Lessee agrees that during the construction of any alterations to the Complex as provided for in paragraph 6 of the Amendment to the Lease:

- (a) Lessee shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin or ancestry, age or handicap. Lessee shall take affirmative action to ensure that applicants are hired and employed without discrimination based on race, religion, color, sex, national origin or ancestry, age or handicap, including, without limitation, in the following areas: 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. Notices setting forth the provisions of this nondiscrimination clause shall be provided by Lessor. Lessee agrees to post the notices in conspicuous places on the Premises available to all employees and applicants for employment.
- (b) To the greatest extent feasible, Lessee is required to present opportunities for training and employment that are to be given to lower income residents of the project area, such area being hereby defined as the City of Chicago. Contracts for work in connection with the project shall be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the project area.
- (c) In order to promote equality of opportunity for minority and female personnel on this project, the following percentage goals of construction aggregated work hours in each of the categories of construction journeymen and apprentices shall apply:
  - a. At least 25% by minorities.
  - b. At least 7% by women.
- (d) All construction workers covered by the Lease shall mean skilled construction workers which include all worksite (working) foremen, journeymen, apprentices, trainees and helpers where applicable.
- (e) Salaried superintendents are excluded from the coverage of this paragraph as well as clerical workers and security guards. Lessee, in order to demonstrate compliance with the terms of the Lease, shall cooperate with Lessor, which has the responsibility to observe and report compliance with equal opportunity regulations of federal, state and municipal agencies.

- (f) Lessee shall, in all solicitation or advertisements for employees placed by or on behalf of Lessee, state that all qualified applicants shall receive consideration for employment without discrimination based on race, religion, color, sex, national origin or ancestry, age or handicap.
- (g) Lessee shall utilize its best efforts to comply with the provisions of subparagraphs (a) -- (f) above. Failure on the part of Lessee to meet any of the requirements set forth in the above subparagraphs shall constitute a basis for Lessor to institute such proceedings at law or in equity as may be deemed appropriate in the sole discretion of Lessor; provided, however, failure of Lessee to meet its obligations under subparagraphs (a) -- (f) shall not constitute grounds for termination of the Lease by Lessor.

#### 8. Amendment Provisions.

The parties agree that the provisions of the Amendment shall supersede any and all provisions of the Lease, where applicable. If any provision of the Amendment conflicts with any provision of the Lease, the provision contained in the Amendment shall govern.

#### 9. Notices.

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

If To Lessor:

City of Chicago  
Department of General Services  
320 North Clark Street  
Suite 502  
Chicago, Illinois 60610  
Attention: Commissioner

With A Copy To:

City of Chicago  
Department of Planning  
Room 1000, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Commissioner

And:

City of Chicago  
Office of the Corporation Counsel  
Room 511, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Real Estate and Land  
Use Division

If To Lessee:

Senior Citizens Housing  
Development Corporation of Chicago  
1010 Vermont Avenue, N.W.  
Washington, D.C. 20005  
Attention: James Chmelik

With A Copy To:

Sidley and Austin  
One First National Plaza  
Chicago, Illinois 60603  
Attention: Anthony R. Licata

If To H.U.D.:

Management Section  
U. S. Department of Housing and Urban  
Development  
547 West Jackson Street, Suite 603  
Chicago, Illinois 60606  
Attention: Victor Boccuzzi

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 addresses to which subsequent notices, certificates or other communications shall be sent.

#### 10. Headings.

The headings of the various paragraphs of the Lease 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.





STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of Senior Citizens Housing Development Corporation of Chicago, a District of Columbia not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

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

(SEAL)

My commission expires \_\_\_\_\_, 19\_\_\_\_.

[Exhibit "A" attached to this Lease Amendment constitutes Exhibit "A" to the Lease and omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

*Exhibit "B".*

*Lease.*

This lease ("Lease") made this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by and between the City of Chicago, a municipal corporation (hereinafter referred to as "Lessor") and Senior Citizens Housing Development Corporation of Chicago, a District of Columbia not-for-profit corporation registered to do business in the State of Illinois (hereinafter referred to as "Lessee").

*Recitals.*

Whereas, By a Lease executed by the parties dated September 9, 1979 ("First Lease") Lessor leased to Lessee certain real estate located in the City of Chicago, Illinois (hereinafter referred to as the "Parcel") and legally described as follows:

the north 600 feet of the south 633 feet of the southwest quarter of Section 2, Township 40 North, Range 13, East of the Third Principal Meridian (excepting therefrom the east 933 feet and the west 883 feet, respectively, of said southwest quarter of Section 2), in Cook County, Illinois

; and

Whereas, Pursuant to the terms of the Lease, Lessee has constructed and operated a 240 unit residential living complex ("Complex") on the Parcel providing for low income senior citizen housing; and

Whereas, Funds were obtained by Lessee for the construction and operation of the above-mentioned residential living complex from the United States Department of Housing and Urban Development ("H.U.D.") under Section 202 of the Federal Housing Act of 1959, as amended (12 U.S.C. 1701 et seq.) ("Act"); and

Whereas, Lessee has proposed to construct an additional four story, 75 unit residential complex with adjacent parking facilities providing approximately 21 parking spaces (the residential complex, other improvements and parking facility being hereinafter collectively referred to as the "Addition") devoted to the provision of low income senior citizen housing to be located on the Parcel; and

Whereas, In order for Lessee to obtain funds for the construction of the Addition as provided by H.U.D. under Section 202 of the Act, Lessee must enter into a separate leasing arrangement as reflected by the Lease; and

Whereas, Pursuant to that certain amendment to the First Lease executed by the parties on \_\_\_\_\_, 1988, a certain portion of the Parcel was deleted from the legal description of the property affected by the First Lease and henceforth shall be no longer affected by the covenants and provisions of the First Lease; and

Whereas, Said portion (hereinafter referred to as the "Premises") is legally described as follows:

the north 400.00 feet of the south 633.00 feet of the west 155.00 feet of the east 1,088.00 feet of the southwest quarter of Section 2; also the north 183.00 feet of the south 233.00 feet of the west 221.128 feet of the east 1,154.128 feet of the southwest quarter of Section 2; also the north 140.00 feet of the south 557.00 feet of the west 100.00 feet of the east 1,188.00 feet of the southwest quarter of Section 2, all in

Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

; and

Whereas, Lessee proposes to construct and operate the Addition on the Premises; and

Whereas, The Premises shall be encumbered by those certain utility and sewer easements benefitting the Complex located on the Parcel as more clearly described on that certain plat of survey prepared by Nakawatase, Wynn and Associates dated July 7, 1988, and attached hereto as Exhibit A and made a part hereof; and

Whereas, Lessor and Lessee agree that the construction and operation of the Addition on the Premises will be beneficial to the interests of both parties and to the general public; and

Whereas, In order to promote the above-described objectives, Lessor and Lessee seek to amend the Lease.

Now, Therefore, For and in consideration of the Premises, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereby agree as follows:

1. Incorporation Of Recitals.

The recitals set forth above constitute an integral part of the Lease and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

2. Term.

Subject to the provisions of the Lease, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises for a period of seventy-five (75) years commencing on the execution date of the Lease ("Term") unless sooner terminated or further extended as provided elsewhere in the Lease.

3. Fixed Rent.

Lessee shall pay to Lessor, at such place and in such manner as Lessor may designate in writing, rent for the Premises during the Term in the rate of:

Five Thousand Dollars (\$5,000.00) per year as rent during the first 25 years of the Term;

Seven Thousand Five Hundred Dollars (\$7,500.00) per year as rent during the years 26 -- 50 inclusive of the Term; and

Ten Thousand Dollars (\$10,000.00) per year as rent during the years 51 -- 75 inclusive of the Term.

Rent shall be due and payable by Lessee to Lessor on the execution date of the Lease and thereafter payable by Lessee on each anniversary of the execution date of the Lease.

Additionally, Lessee shall be obligated to pay to Lessor as additional rent the sum of Thirty-seven Thousand Five Hundred Dollars (\$37,500.00) within twenty (20) days of the date of closing of the mortgage loan obtained by Lessee from H.U.D. in accordance with Sections 202 and 207 of the Act. Lessee hereby agrees to provide Lessor with copies of all documentation provided to H.U.D. and to any financial institution in conjunction with the obtaining of the mortgage loan from H.U.D. by Lessee.

#### 4. Construction.

(a) Lessee covenants and agrees that the Premises shall be solely devoted to the construction and operation of housing for the elderly as provided by the Act.

(b) Lessee shall construct the Addition based on plans and specifications approved in writing by the Department of Planning of Lessor.

(c) Lessee shall commence construction of the Addition on the Premises within sixty (60) days after the initial closing of Lessee's Section 202 loan application. Final design and cost of construction data are subject to the approval of Lessor and H.U.D. Lessee may make alterations to any plans and cost projections previously or hereafter submitted to Lessor which may be necessary in order to comply with the requirements of H.U.D., subject to the approval of Lessor.

(d) Lessee's obligation to construct the Addition is subject to and conditioned upon the prior acquisition of all necessary zoning variances and building permits as provided in the Lease.

(e) The Addition shall remain the property of Lessee until the expiration of the Lease, including any extension period. At the expiration of the term, the Addition shall become the property of Lessor without any payment therefor by Lessor.

(f) During the construction of the Addition as contemplated in this paragraph, Lessee, at Lessee's sole expense, shall provide and keep in force general accident and public liability insurance naming Lessor as an additional insured and fully protecting against

any and all liability that may be occasioned by said construction. Said insurance shall have a combined

single limit of liability of an amount not less than \$1,000,000.00. A copy of any and all insurance policies shall be provided to Lessor.

#### 5. Operation Of The Addition.

(a) The operation and management of the Addition by Lessee are subject to review by H.U.D. and Lessor. All rental rates for apartment units located in the Addition are subject to review by H.U.D. under Section 8 of the Housing Act of 1937, as amended, or as provided by subsequent federal law.

(b) Lessee agrees to rent apartment units located at the Addition without discrimination based on race, color, religion, sex, national origin or ancestry, or handicap.

#### 6. Enforced Delay In Performance.

Lessee or any successor to Lessee shall not be considered in breach of its obligations with respect to the commencement and completion of construction of the Addition in the event of enforced delay in the performance of its obligations due to unforeseeable causes beyond Lessee's control and without its fault or negligence, including but not restricted to, any delays or halts in construction which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government, act of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the enforced delay if Lessee shall request the extension of time in writing from Lessor within twenty (20) days after the beginning of any such enforced delay.

#### 7. Lien.

As security for the payment of all rent and additional rent, taxes and assessments, insurance, water, gas and electric, fuel, and all maintenance and operating costs, fees, and charges of every kind and nature, and all other possible amounts, charges, penalties, liens or damages to be paid by Lessee under the terms and conditions of the Lease and to secure the compliance with and performance of all obligations, covenants, conditions, terms and agreements to be performed and complied with by Lessee under the terms and conditions of the Lease, Lessor shall have a lien, prior to all others except for the interests of H.U.D. as mortgagee on the leasehold interest, upon all the right, title and interest of Lessee to and in the Addition and the Premises.

#### 8. Mortgage By Lessee.

(a) It is covenanted and agreed between Lessor and Lessee, that Lessee, at all times during the Term shall have the right to mortgage or convey by trust deed, or other instrument adequate for the purpose of securing any actual bona fide debt, the Lease or the leasehold interest of Lessee created by said Lease, together with all its right and interest in the Addition and other improvements now on or hereafter to be placed upon the Premises; provided, however, that any such mortgage, conveyance, or encumbrance will be subject at all times to and be inferior to the prior right, title and interest of Lessor in and to the fee of the Premises as and for security for the full and faithful performance of the covenants, terms and conditions of the Lease by Lessee.

(b) In the event of any breach or default of any of the covenants, terms or conditions of the Lease by Lessee, the holder of the mortgage, the trust deed or other instrument provided for in this paragraph, may make before forfeiture any and all payments and perform all acts which may be necessary or required to prevent a forfeiture of the Lease, and shall thereby and thereupon be subrogated to all the right of Lessee under the Lease. In furtherance of this provision, the Lessor covenants and agrees that, if the holder of any said mortgage, trust deed or other instrument above referred to, notifies said Lessor in writing that such mortgage, deed or other instrument has been executed and delivered by Lessee to it, together with the address to which it desires them to be sent, that he, Lessor, will send to the said holder, at the address specified, copies of all written notices or demands which he may serve upon Lessee under and pursuant to the terms of the Lease or otherwise.

(c) In the event of default or breach of the terms, covenants or conditions of any mortgage, trust deed or other instrument as above provided, the holder of such mortgage, trust deed or other instrument may take possession of the Premises, either by foreclosure or any other means provided in the instrument or by law, and said holder of the mortgage, trust deed or other instrument shall be subrogated to all the rights of Lessee under the Lease; provided, however, the mortgagee or trustee above referred shall in no way be liable to Lessor for the payment of any rents or additional rents or for the performance of any other covenants, terms and conditions under the Lease until such time as said mortgagee or trustee shall acquire, by conveyance from Lessee or by foreclosure or other proceedings provided by law or the terms of the mortgage or deed of trust, all the right, title and interest of Lessee under the Lease; but any entity who shall acquire said right, title and interest of the Lessee as above provided shall thereupon and thereby become liable for the full performance and payments provided for and required under the covenants, terms and conditions of the Lease as fully and completely and to the same extent as Lessee itself would have been if it still had retained its right, title and interest thereunder.

#### 9. Taxes.

(a) Lessee shall punctually pay and discharge all real estate taxes, assessments, water rents, and charges and governmental impositions, duties and charges of every kind and nature whatsoever, which shall or may during the Term be charged, levied, assessed or imposed upon or become a lien upon the Premises or upon the Addition or appurtenances constructed thereon by Lessee, and all gas, electricity or other service or services furnished to the Premises or the occupants thereof during the Term. Nothing herein contained shall require Lessee to pay the amount of any real estate taxes, assessments, water rents and charges and government impositions, duties and charges which are charged to the value of any property retained by Lessor and not conveyed to Lessee under the terms of the Lease; nor shall anything contained herein require Lessee to pay any gas, electricity or other service or services furnished to the property retained by Lessor and not conveyed to Lessee under the terms of the Lease.

(b) Lessee shall be responsible for general leasehold real estate taxes during the Term, subject to the rights specified in Section 9(c) below.

(c) Lessee shall have the right to contest or review by legal proceedings or in such other manner as may be legal any tax, assessment, water rent or charge, or other governmental imposition aforementioned. Lessee shall be entitled to pay all such items under protest at least ninety (90) days before the time when the premises or any part thereof might be forfeited. The legal proceedings herein referred to shall include appropriate certiorari proceedings and appeals from any orders or judgements therein, but all such proceedings shall begin as soon as reasonably possible after imposition or assessment of any contested items.

#### 10. Alterations.

(a) Lessee may make alterations, changes, additions and improvements to the Addition, provided:

(1) The same does not reduce the value of said Addition;

(2) That the same shall be made in accordance with plans and specifications approved in writing by the Department of Planning of Lessor;

(3) That before commencing any such work, said plans and specifications shall be filed with and approved by all municipal or other governmental departments or authorities having jurisdiction thereof, and the written consent of H.U.D. must be procured by Lessee and delivered to Lessor; and

(4) That Lessee shall pay the increased premium, if any, charged by the insurance companies carrying insurance policies on the Addition to cover the additional risk during the construction of said alterations, changes additions or improvements.

(b) All such alterations, changes, additions and improvements to the Addition made by Lessee shall be the property of Lessee during the Term and thereafter shall become the property of Lessor.

(c) All the machinery and equipment, if any, and all appurtenances thereto installed or affixed on or to the Premises, or any part thereof, at the commencement of the Term, are deemed the property of Lessee during the Term; and any machinery and equipment and appurtenances thereto that thereafter may be installed or affixed on or to the Premises, or any part thereof, by Lessee shall be the property of Lessee during the Term. At the expiration of the Term, any machinery, equipment and appurtenances which are then part of the Premises shall become the property of Lessor; and thereafter such machinery, equipment and appurtenances shall not be removed by Lessee without the prior written consent of Lessor. Movable furniture and equipment, however, shall remain Lessee's property at all times and may be removed at the termination of the Lease.

#### 11. Maintenance.

(a) Lessee, at Lessee's sole expense, shall keep and maintain, in thorough repair and good and safe condition, the Addition and improvements constructed on the Premises and its full equipment and appurtenances, and each and every part thereof, and shall use reasonable precaution to prevent waste, damage or injury.

In addition to the foregoing, Lessee shall indemnify and save harmless Lessor from and against any and all costs, expenses, claims, losses, damages, fines or penalties because of or due to Lessee's failure to comply with the foregoing.

(b) If, because of any act or omission of Lessee, any mechanic's or other lien or order for payment of money shall be filed against the Premises or the Addition or other improvements thereon or against Lessor, Lessee, at Lessee's sole expense, shall cause the same to be cancelled and discharged or recorded or bonded within thirty (30) days after the date of filing thereof. Lessee shall indemnify and save harmless Lessor from and against any and all costs, expenses, claims, losses or damages resulting therefrom or by reason thereof.

#### 12. Laws And Ordinances.

During the Term, Lessee, at Lessee's sole expense, shall promptly comply with all present or future laws, rules, requirements, orders, directions, ordinances and regulations of the United States, the State of Illinois, Cook County or municipal governments, or of any other municipal, governmental, or lawful authority whatsoever, affecting the Premises or appurtenances, or any part thereof.



### 13. Insurance.

(a) During the Term, Lessee, at Lessee's sole expense, shall:

(1) Keep the Addition and all alterations, changes, additions and improvements insured against loss or damage by fire, in an amount equal to the full insurable value thereof, all policies of which shall provide that loss, if any, payable thereunder shall be payable to Lessor and Lessee as their respective interests appear. If required under any agreement of mortgage, trust deed or any other instrument, all rights of Lessee to payments for loss thereunder may be assigned to the holder of said mortgage, trust deed or other instrument. All said policies shall be issued by such responsible companies authorized to do business in the State of Illinois as Lessor and H.U.D. shall approve and in a form satisfactory to Lessor and H.U.D.

(2) Provide and keep in force general accident, public liability, elevator and sidewalk hoist insurance, fully protecting against any and all liability occasioned by accident or disaster, and such accident and liability insurance shall cover the Addition and the Premises.

(b) Lessee shall not violate or permit to be violated any of the conditions or provisions of any insurance policies affecting the Addition or the Premises.

(c) Lessee shall cooperate with Lessor in connection with the collection of any insurance moneys that may be required for the purpose of facilitating recovery of any such insurance moneys. Lessor shall cooperate with Lessee in the same manner and to the same extent as Lessee is required to cooperate hereunder.

### 14. Liability.

Lessor shall not be liable for any injury or damage to any person happening on or about the Premises, or for any injury or damage to the Premises, or to any property of Lessee, or to any property of any other person on or about the Premises, where such injury or damage was not caused by an act or omission by Lessor or its agents or servants. Lessee shall indemnify and hold harmless Lessor for any claims, suits or actions taken to establish liability against Lessor where Lessor, its agents and employees have not been the cause of such injury or damage.

### 15. Fire.

(a) If the Premises, the Addition or other improvements standing or erected thereon shall be destroyed or damaged in whole or in part as a result of any casualty or hazard against which Lessee is required to carry insurance and if the whole or any portion of the

proceeds of such insurance policies are due or required to be payable either to Lessor, any mortgagee, or both, Lessee shall give immediate written notice thereof to Lessor and Lessee shall promptly repair, replace and rebuild the same to the extent of the proceeds from such insurance policy, and in substantial conformity with the character of the building and improvements existing immediately prior to such occurrence. Such repairs, replacement or rebuilding shall be made by Lessee as aforesaid and in accordance with the terms and conditions of paragraph 10 above. In addition:

- (1) Lessee shall give Lessor at least ten (10) days' notice prior to the commencement of such work; and
- (2) Such work shall be commenced by Lessee within one hundred twenty (120) days after the date of any such loss, damage or destruction and shall be completed within a reasonable time.

(b) For the purpose of contributing to the cost of such repairs, replacement or rebuilding, Lessor shall pay to Lessee, as Lessee shall make such repair, replacement or rebuilding, and during the progress of such work, and upon Lessee's written requisitions accompanied by certificates of an architect or engineer satisfactory to Lessor certifying that such work is in accordance with said plans and specifications and is in place and paid for, sums equal in the aggregate to the net insurance proceeds, if any, paid to and received by Lessor under insurance policies covering such casualty furnished by Lessee under paragraph 13 above. Under no circumstances shall Lessee's obligation to repair, replace or rebuild exceed the value of any proceeds received by Lessee and Lessor from said insurance policy. If, during the course of such work, any mechanic's lien or order for the payment of money shall be filed against the Premises, the Addition or other improvements thereon or against Lessor, or if Lessee shall be in default in the performance of any of the terms, covenants or conditions of the Lease, Lessor shall not be obliged to make any payment to Lessee of such insurance proceeds until and unless such mechanic's or other lien or order shall have been fully bonded, satisfied, cancelled or discharged of record and until such default shall have been cured by Lessee.

(c) If the work of repairing, replacing or rebuilding the Addition or other improvements shall not have been commenced by Lessee within one hundred twenty (120) days from the date of any such loss, damage or destruction, or after commencement shall not be expeditiously proceeded with, Lessor shall have the right to terminate the Lease by giving to Lessee not less than thirty (30) days' written notice of such intention, it being agreed by the parties that, upon the expiration of the date fixed in such notice, if such work shall not have been commenced and the other conditions contained in this paragraph 15 complied with, or if after commencement such work shall not have been expeditiously proceeded with by Lessee, the Lease shall wholly cease and expire; and the insurance proceeds received and receivable under any and all policies of insurance shall belong to and be retained by Lessor or any mortgagee to whom the same may be payable, as their interests may appear, without claim thereon by Lessee.

(d) In the event that the Addition and other improvements now or hereafter erected on the Premises shall be damaged or destroyed as a result of a hazard described in

subdivision (a) of this paragraph 15 to the extent in excess of fifty (50%) percent of their then insurable value and such damage or destruction shall occur during the last five (5) years of the Term or any extension provided hereunder, then either party may at its option cancel and terminate the Lease by giving to the other party five (5) days' notice thereof within thirty (30) days after the date of any such loss, damage or destruction. If said option shall be exercised by either party, the Lease shall wholly cease and expire on the date specified in such notice in which event Lessee shall not be obligated to rebuild. The insurance proceeds received and receivable under any and all policies of insurance shall belong to and be retained by Lessee, Lessor or any mortgagee to whom the same may be payable, as their respective interests may appear; and all taxes, rents and other charges shall be prorated and paid to the date specified in such notice. Notwithstanding the foregoing, if: (i) at the time of the damage or destruction referred to in this paragraph Lessee shall have exercised its option, if any, to renew the Lease for an additional term or (ii) the time of Lessee to exercise its option to renew is within thirty (30) days after such damage or destruction, neither party shall have the foregoing right of termination and any notice of termination theretofore given by Lessor shall be ineffective.

(e) If all or a portion of the Premises, the Addition or other improvements located thereon are destroyed, damaged or injured by reason of any cause other than a hazard described in subsection (a) of this paragraph as to be rendered untenable and unfit for occupancy, and such destruction, damage, or injury shall not be caused by the fault or neglect of Lessee, and the portion of the Premises remaining shall be insufficient for the reasonable operation of Lessee's facility, Lessor, at its sole option to be exercised within thirty (30) days thereafter by written notice to Lessee, may terminate the Lease. Lessor may thereafter regain possession of the Premises by force, summary proceedings or any proceedings allowed in law or in equity. In such event, all fixed rent, additional rent and other charges shall be prorated to the date of the termination of the Lease.

In the event that Lessor does not exercise the foregoing right of termination or in the event that the portion of the Premises remaining shall be sufficient for the reasonable operation of Lessee's housing facility, Lessee shall promptly restore such Premises as nearly as possible to their condition prior to such destruction, damage or injury.

(f) In the event of any destruction, damage or injury to the Premises or the Addition or other improvements located thereon by reason of any cause other than a hazard described in subsection (a) of this paragraph, and if such destruction, damage or injury shall occur without Lessee's fault or neglect, the fixed and additional rent during the period of such destruction, damage or injury and the restoration of the Premises, shall abate in the proportion which the rental value of the untenable space bears to the rental value of the Premises.

#### 16. Excavation.

Lessor covenants and agrees to permit and allow Lessee to engage in any excavation in order to construct, repair, alter or improve the Addition and other improvements to be constructed upon the Premises by Lessee. Lessor further agrees to the location of pillars,

sheer walls and columns upon such ground which are necessary to support the Addition or other improvements erected by Lessee; provided, however, the plans and specifications for such pillars, sheer walls and columns are approved in writing by the Department of Planning of Lessor and Lessee obtains any and all necessary building permits as required by applicable law. Lessor further covenants and agrees to permit and allow the hook-up of any and all necessary utilities to the Addition and other improvements constructed upon the Premises; provided, however, that Lessee obtains any and all necessary permits for such utility hook-ups as required by applicable law.

17. Inspection.

Lessee shall permit Lessor, its agent and employees to enter the Premises at reasonable hours for the purpose of inspecting the same or making repairs that Lessee may neglect or refuse to make in accordance with the terms, covenants and conditions of the Lease.

18. Default.

(a) Subject to the provisions contained in paragraph 21 below, anything to the contrary notwithstanding, if Lessee shall fail to pay to Lessor any installment of fixed rent or other charges as and when the same are required to be paid hereunder, and such default shall continue for a period of fifteen (15) days after notice or if Lessee shall default in the performance of any of the other terms, covenants or conditions of the Lease, and such default shall continue for a period of thirty (30) days after notice (except if Lessee shall, within said period of time, commence to remedy such default) or if any execution or attachment shall be issued against Lessee or any of Lessee's property whereby the Premises shall be taken or occupied or attempted to be taken or occupied by an entity other than Lessee or if Lessee shall vacate and abandon the Premises, or if the Lease or the estate of Lessee hereunder shall be transferred or pass to or devolve upon any other person, firm or corporation (except by merger or consolidation), or if Lessee shall assign the Lease except in the manner provided in the Lease, Lessor shall have the right, at Lessor's option, to terminate the Lease, or any extension thereof, as well as all the right, title and interest of Lessee hereunder, by giving Lessee thirty (30) days notice in writing of such intention. Upon the expiration of the time fixed in such notice, if Lessee has neither cured such default nor is diligently proceeding to cure such default, the Lease as well as all the right, title and interest of Lessee hereunder, shall wholly cease and expire in the same manner and with the same force and effect (except as to Lessee's liability) as of the date fixed by such latter notice. Lessee shall immediately surrender to Lessor the Premises, and Lessor may enter into or repossess the Premises by force, summary proceedings or by any other procedure provided by law or in equity.

(b) If the Premises shall be vacated or abandoned by Lessee, or in the event of the termination of the Lease by Lessor due to a default of Lessee as described in subsection (a) above, Lessee shall remain liable to Lessor for a sum equal to all fixed rent herein reserved for the balance of the Term herein originally granted. Lessor may re-enter the

Premises in such manner as Lessor may deem necessary in its sole discretion and/or let or relet the Premises or any or all parts thereof for the whole or any part of the remainder of the Term or for a longer period, in Lessor's name, or as the agent of Lessee. From any rent collected pursuant to this subparagraph (b), Lessor shall: (1) pay to itself the expense of retaking, repossessing, repairing or altering the Premises and the expense of removing all persons and property therefrom; (2) pay to itself any cost or expense sustained in securing any new tenant or tenants; and (3) pay to itself any balance remaining on account of the liability of Lessee to Lessor for the sum equal to the rents reserved herein and then unpaid by Lessee for the remainder of the Term.

(c) Alternatively, Lessor may take possession of the Premises and operate the same, collecting and retaining any income obtained therefrom. In such event, the Lease shall terminate as if the Term had naturally expired.

#### 19. Affirmative Action.

Lessee agrees that during the construction of the Addition (or the construction of any alterations as provided for in paragraph 10 of the Lease):

- (a) Lessee shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin or ancestry, age or handicap. Lessee shall take affirmative action to ensure that applicants are hired and employed without discrimination based on race, religion, color, sex, national origin or ancestry, age or handicap, including, without limitation, in the following areas: 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. Notices setting forth the provisions of this nondiscrimination clause shall be provided by Lessor. Lessee agrees to post the notices in conspicuous places on the Premises available to all employees and applicants for employment.
- (b) To the greatest extent feasible, Lessee is required to present opportunities for training and employment that are to be given to lower income residents of the project area, such area being hereby defined as the City of Chicago. Contracts for work in connection with the project shall be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the project area.
- (c) In order to promote equality of opportunity for minority and female personnel on this project, the following percentage goals of construction aggregated work hours in each of the categories of construction journeymen and apprentices shall apply:

- a. At least 25% by minorities.
- b. At least 7% by women.
  
- (d) All construction workers covered by the Lease shall mean skilled construction workers which include all worksite (working) foremen, journeymen, apprentices, trainees and helpers where applicable.
- (e) Salaried superintendents are excluded from the coverage of this paragraph as well as clerical workers and security guards. Lessee, in order to demonstrate compliance with the terms of the Lease, shall cooperate with Lessor, which has the responsibility to observe and report compliance with equal opportunity regulations of federal, state and municipal agencies.
- (f) Lessee shall, in all solicitation or advertisements for employees placed by or on behalf of Lessee, state that all qualified applicants shall receive consideration for employment without discrimination based on race, religion, color, sex, national origin or ancestry, age or handicap.
- (g) Lessee shall utilize its best efforts to comply with the provisions of subparagraphs (a) -- (f) above. Failure on the part of Lessee to meet any of the requirements set forth in the above subparagraphs shall constitute a basis for Lessor to institute such proceedings at law or in equity as may be deemed appropriate in the sole discretion of Lessor; provided, however, failure of Lessee to meet its obligations set forth in subparagraphs (a) -- (f) above shall not constitute grounds for termination of the Lease by Lessor.

#### 20. Possession.

(a) Lessee shall have the right, after execution of the Lease, to enter onto the Premises to perform boring tests and engineering tests or studies upon or for the subject property. In the event said tests or studies do not warrant, in the sole discretion of Lessee, the development of the Premises in accordance with the terms and provisions of the Lease, then Lessee shall have the right to terminate the Lease by written notice to Lessor, and all parties shall be relieved of further liability hereunder.

(b) Upon the execution date of the Lease, all terms, covenants and conditions of the Lease shall be effective and operative except that Lessee's obligation to pay fixed rent and to provide insurance policies as required under the Lease shall not commence until Lessee obtains all zoning and building code permits and variances necessary to begin construction in accordance with Lessee's plans and specifications approved by Lessor and H.U.D.

(c) If Lessee is unable to obtain all necessary zoning, zoning variances, and necessary building permits to construct and operate the Addition within one hundred eighty (180)

days after the execution date of the Lease, or if such variances are for a period shorter than the Term, then Lessee shall have the right to terminate the Lease by giving thirty (30) days written notice to the Lessor.

(d) In the event of any termination of the Lease by Lessee pursuant to this paragraph 20, Lessor may regain possession of the Premises by force, summary proceedings, or other proceeding allowed by law or in equity, and neither party shall be under any obligation to the other.

#### 21. H.U.D. Section 207 Requirements.

Notwithstanding any other provision of the Lease, if this leasehold is subject to a mortgage insured, reinsured or held by the Secretary of H.U.D. or given to the Secretary in connection with a resale, or the Addition and other improvements are acquired and held by H.U.D. because of the occurrence of a default by Lessee under said mortgage:

1. Lessee is authorized to obtain a loan, the repayment of which is to be secured by a mortgage on this leasehold held by the Secretary of H.U.D., or its successor or designee. Lessee is further authorized to execute a mortgage on this leasehold and otherwise to comply with the requirements of the Secretary of H.U.D. for obtaining such a mortgage loan.

2. The Secretary of H.U.D. or its successor or designee shall have the option, in the event that H.U.D. shall acquire title to the leasehold interest, to purchase good and marketable fee title to the Premises, free of all liens and encumbrances except such as may be waived or accepted by H.U.D. within twelve (12) months after so acquiring the leasehold interest, for the sum of the fair market value of the fee as determined by independent appraisals and subject to the approval of the Secretary of H.U.D. or its successor, payable in cash or by treasury check, provided all rents are paid to date of transfer of title, upon first giving sixty (60) days' written notice to Lessor or such other person or corporation which may be the owner of the fee, and the owner of the fee shall thereupon execute and deliver to the Secretary of H.U.D. or its successor or designee, a deed of conveyance to the Premises containing a covenant against the grantor's acts but excepting therefrom such acts of Lessee and those claiming by, through, or under Lessee of the leasehold interest. Nothing in this option shall require the Lessor to pay any taxes or assessments which were due and payable to Lessee.

3. If approved by the Secretary of H.U.D. or its designee, Lessee may assign, transfer or sell its interest in the Premises.

4. (a) Insurance policies shall be in an amount, and in such company or companies, and in such form, and against such risks and hazards, as shall be approved by the Secretary of H.U.D.

(b) Lessee shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by Lessee to the

Secretary of H.U.D. Lessee, at its sole expense, may take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by Lessor.

5. (a) If all or any part of the Premises shall be taken by condemnation, that portion of any award attributable to the Addition and other improvements or damage to said structures shall be paid to the mortgagee or otherwise disposed of as may be provided in the mortgage. Any portion of the award attributable solely to the taking of land shall be solely paid to Lessor. After the date of taking, the annual ground rent shall be reduced ratably by the proportion which the award paid to Lessor bears to the total value of the Premises as established by the amount the Secretary of H.U.D. or its designee would be required to pay upon acquisition of the fee.

(b) In the event of a negotiated sale of all or a portion of the Premises in lieu of condemnation, the proceeds shall be distributed and ground rents reduced as provided in cases of condemnation, but the approval of the Secretary of H.U.D. or its designee shall be required as to the amount and division of the payment to be received.

6. Lessor, within thirty (30) days after receipt of written request from Lessee, agrees that it shall cooperate with Lessee with regard to any and all applications for permits, licenses or other authorizations required by any governmental or other body claiming jurisdiction in connection with any work which Lessee may perform in accordance with the Lease and shall also cooperate in the obtaining of any grants for easements for electric, telephone, gas, water, sewer and such other public utilities as may be reasonably necessary in the operation of the Addition and other improvements located on the Premises; and if, at the expiration of such thirty (30) day period, Lessor shall not have joined in any such application or grants for easements, Lessee shall have the right to execute such application and grants in the name of Lessor, and for that purpose, Lessor hereby irrevocably appoints Lessee as its attorney-in-fact to execute such papers on behalf of Lessor.

7. Nothing contained in the Lease shall require Lessee to pay any franchise, estate, inheritance, succession, capital levy, or transfer tax of Lessor, or any income, excess profits, or revenue tax, or any other tax, assessment, charge, or levy upon the rent payable by Lessee under the Lease.

8. Upon any default by Lessee of its obligations created by the Lease which authorizes the cancellation thereof by Lessor, Lessor shall give written notice to the Secretary of H.U.D. or its designee within ninety (90) days of the occurrence of such default. The Secretary of H.U.D., its successors and assigns shall have the right within six (6) months from the date of such notice to correct the default and reinstate the Lease unless Lessor has first terminated the Lease as provided herein.

At any time after two (2) months from the date a notice of default is given to the Secretary of H.U.D. or its designee, Lessor may elect to terminate the Lease and acquire possession of the Premises. Upon acquiring possession of the Premises, Lessor shall immediately notify the Secretary of H.U.D. by written notice. The Secretary



shall have six (6) months from the date of such notice of acquisition to elect to take a new lease on the Premises. Such new lease shall have a term equal to the unexpired portion of the Term of the Lease and shall be on the same terms and conditions as contained in the Lease, except that H.U.D.'s liability for ground rent shall not extend beyond its occupancy under such lease. Lessor shall tender such new lease to the Secretary of H.U.D. within thirty (30) days after a request for such lease and shall deliver possession of the Premises immediately upon the execution of the new lease by Lessor and H.U.D. Upon the execution of the new lease, the Secretary of H.U.D. shall pay to Lessor any unpaid ground rentals due or that would have become due under the Lease to the execution date of the new lease, including any taxes, any net rentals or other income which Lessor may have received on account of the Premises since the date of default by Lessee under the Lease.

9. The Lease shall not be amended or modified without the consent of the Secretary of H.U.D.

### 23. Surrender.

On the termination date of the Term, or on the earlier termination thereof as provided in the Lease, Lessee shall peaceably and quietly surrender and deliver to Lessor the Premises, broomclean, together with the Addition or any new building and all alterations, changes, additions and improvements which may have been made upon the Premises (except movable furniture and equipment or movable trade fixtures paid for solely by Lessee) in thorough repair, good order and safe condition. Lessee, on or before said termination date, shall remove all of Lessee's personal property from the Premises. All property not removed by Lessee shall be deemed to have been abandoned by Lessee and may be appropriated, sold, stored, destroyed or otherwise disposed of by Lessor without notice to Lessee and without obligation to account therefor. Lessee shall pay to Lessor the cost incurred by Lessor in removing, selling, storing, destroying or otherwise disposing of any such personal property. In the event that the Lease is cancelled or terminated by Lessor by notice pursuant to any provision of the Lease, Lessee shall have thirty (30) days subsequent to the giving of such notice to remove all of Lessee's personal property and movable trade fixtures from the Premises.

### 24. Tenant's Right To Renew.

In the event that Lessee is granted an extension period on the mortgage securing the Section 202 program loan (the original term of which shall not exceed forty (40) years) which extends the mortgage beyond the Term of the Lease, the Lease shall be renewed by the parties for the period which said mortgage extension shall exceed the Term of the Lease. Said extension shall commence on the expiration of the Term, upon the same terms, covenants, conditions, and at the same rental, as herein provided.

25. Quiet Enjoyment.

Lessor covenants that, if and so long as Lessee pays fixed rent and other charges required by the Lease, and performs all of its obligations pursuant to the terms, covenants and conditions of the Lease, Lessee shall quietly enjoy the Premises; subject, however, to the terms of the Lease.

26. H.U.D. Approval.

The Lease shall be subject to the approval of H.U.D. If H.U.D. requires the parties to amend the Lease to conform with any order, requirement or regulation of H.U.D., the parties shall amend the Lease in accordance with the recommendation of H.U.D. within sixty (60) days of the receipt of notice by the parties from H.U.D. of the necessity to execute such lease amendment. If the parties fail to execute an amendment of the Lease within the above-described time period, the Lease shall immediately terminate unless the parties can demonstrate good faith efforts toward the negotiation of a lease amendment acceptable to H.U.D.

27. Lessor's Consent.

Whenever Lessor's consent in writing to any act to be performed by Lessee is required under the Lease, Lessor agrees that its consent will not be unreasonably withheld.

28. No Disqualification.

Lessor and Lessee represent and warrant that they are not disqualified under federal, state or other laws, or under the rules or regulations of any governmental department or authority from acquiring, owning, leasing and holding any interest in real property.

29. Benefit.

The terms, covenants and conditions contained in the Lease and in any schedules and riders hereto annexed shall bind and inure to the benefit of Lessor and Lessee and their respective successors.

## 30. Notices.

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

If To Lessor: City of Chicago  
Department of General Services  
320 North Clark Street  
Suite 502  
Chicago, Illinois 60610  
Attention: Commissioner

With A Copy To: City of Chicago  
Department of Planning  
Room 1000 -- City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Commissioner

And: City of Chicago  
Office of the Corporation Counsel  
Room 511 -- City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Real Estate and Land Use  
Division

If To Lessee: Senior Citizens Housing Development  
Corporation of Chicago  
1010 Vermont Avenue, N.W.  
Washington, D.C. 20005  
Attention: James Chmelik

With A Copy To: Sidley and Austin  
One First National Plaza  
Chicago, Illinois 60603  
Attention: Anthony R. Licata

If To H.U.D. Management Section  
U. S. Department of Housing and  
Urban Development  
547 West Jackson Boulevard  
Suite 603  
Chicago, Illinois 60606-5760  
Attention: Victor Boccuzzi

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 addresses to which subsequent notices, certificates or other communications shall be sent.

31. Headings.

The headings of the various paragraphs of the Lease 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.

32. Severability.

If any provision of the Lease, or any paragraph, sentence, clause, phrase, or word, or the application thereof, is held invalid, the remainder of the Lease shall be construed as if such invalid part were never included herein and the Lease shall be and remain valid and enforceable to the fullest extent permitted by law.

33. Words Of Gender.

Words of any gender utilized in the Lease shall be held to include any other gender, and words in singular number shall be held to include the plural when the context requires.

34. Applicable Law.

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

In Witness Whereof, The parties hereunto have set their hands and seals on the date first written.

[Signature forms omitted for printing purposes.]

STATE OF ILLINOIS    )  
                                   ) SS:  
 COUNTY OF COOK        )

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

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

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

(SEAL)

My commission expires \_\_\_\_\_, 19\_\_\_\_.



*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 1818 -- 1835 South Federal Street, and 1823 -- 1835 South Clark Street, (Lease No. 20010) Illinois Auto Parts Company, Incorporated, 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, as Lessor, a lease to Illinois Auto Parts Company, Incorporated, as Lessee, for approximately 20,145 square feet of vacant land located at 1818 -- 1834 South Federal Street and 1823 -- 1835 South Clark Street, said property being legally described as follows: the southeast quarter (SE 1/4) of Lot 4, Lot 5 (except the northeast quarter (NE 1/4)) and all of Lots 6 and 7 in Block 17, Canal Trustee New Subdivision in the southeast quarter (SE 1/4), Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Said property to be used solely for the storage of wrecked and abandoned automobiles. Said lease to be approved by the Commissioner of General Services and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 4734  
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 written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee as follows: Supervisor of Leasing, Bureau of Asset Management, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessor from time to time may appoint. Said notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Two Thousand Three Hundred Seventy-five and no/100 Dollars (\$2,375.00) quarterly for the period beginning on the 1st day of January, 1989 and ending on the 31st day of December, 1990;

Two Thousand Five Hundred Forty-one and 25/100 Dollars (\$2,541.25) quarterly for the period beginning on the 1st day of January, 1991 and ending on the 31st day of December, 1991.

Rent is payable in advance on the 1st day of October, January, April and July, to the Office of the City Comptroller, 121 North LaSalle Street, Room 501, Chicago, Illinois 60602.

(Continued on page 4735)



This Indenture, Made this \_\_\_\_\_ day of \_\_\_\_\_

A. D. 19 \_\_\_\_ Between City of Chicago, A Municipal Corporation \_\_\_\_\_ party of the first part and The Illinois Auto Parts Company Inc., 1829-1831 South State Street, Chicago, IL 60616 \_\_\_\_\_ party of the second part.

Witnesseth, that the party of the first part has demised and leased to the party of the second part the premises, situated in City of Chicago \_\_\_\_\_ County of Cook \_\_\_\_\_ and State of Illinois, known and described as follows:

The Southeast Quarter (SE1/4) of Lot 4, Lot 5 (Except the Northeast Quarter (NE1/4)) and all of lots 6 and 7 in Block 17, Canal Trustee New Subdivision in the Southeast Quarter (SE1/4), Section 21, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly know as 1818-1834 South Federal Street and 1823-1835 South Clark Street, approximately 20,145 square feet of vacant land to be used solely for the storage of wrecked and abandoned automobiles.

TO HAVE AND TO HOLD the same, unto the party of the second part, from the \_\_\_\_\_ day of January \_\_\_\_\_ A. D. 19 89 until the 31st \_\_\_\_\_ day of December \_\_\_\_\_

A. D. 19 91 . And the party of the second part in consideration of said demise, does covenant and agree with the party of the first part as follows:

For Rental Payment Provisions See Rider "A" Attached Hereto and Made a Part Hereof.

SECOND.—That he be examined and know the condition of said premises; and he received the same in good order and repair, and that he will keep said premises in good repair during the term of this lease, at \_\_\_\_\_ own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good condition and repair (loss by fire and ordinary wear excepted).

THIRD.—That he will not sub-let said premises, nor any part thereof, nor assign this lease without the written consent of the party of the first part first had.

FOURTH.—To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said demised premises, for and during the time for which this lease is granted.

For Additional Responsibilities of Lessor and Lessee See Rider "B" Attached Hereto and Made a Part Hereof.

The party of the second part hereby waives, and assigns to \_\_\_\_\_ attorney of any Court of Record, attorney for \_\_\_\_\_ in \_\_\_\_\_ name, on default \_\_\_\_\_ of any of the covenants herein, to enter \_\_\_\_\_ appearance in any such Court of Record, waive process and service thereof, and trial by jury, and confess judgment against \_\_\_\_\_ in favor of said party of the first part, or \_\_\_\_\_ assigns for forcible detainer of said premises, with costs of said suit, \_\_\_\_\_ to enter the appearance in such court of the party of the second part, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to said party of the first part, \_\_\_\_\_ assignees of said party by the terms of this lease, with costs, and Twenty Dollars attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a consent in writing \_\_\_\_\_ writ of restitution or other proper writ of execution may be issued immediately; said party of the \_\_\_\_\_ party hereby expressly waives all right to any notice or demand under any statute in this state relating to \_\_\_\_\_

In case said premises shall be rendered untenable by fire or other casualty, the lessor, may, at his option, terminate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said premises by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to, their respective heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

Approved as to form and legality except as to property description and execution.

Approved: \_\_\_\_\_ Assistant Corporation Counsel Approved: \_\_\_\_\_ Asset Manager Real Estate

By: \_\_\_\_\_ Illinois Auto Parts Co., Inc. (SEAL) \_\_\_\_\_ (SEAL) By: \_\_\_\_\_ Commissioner of General Services (SEAL)

(Continued from page 4733)

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Pay in addition to the rental for said premises all leasehold taxes assessed against said premises or upon Lessee during the term of this lease.

Lessee shall comply at all times with the provisions of the Municipal Building Code in the use of said premises.

Provide, pay for and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit with the Lessee to be named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date, should any of the above described policies be cancelled before the expiration date. The Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice immediately and in no event more than fifteen (15) days after receipt thereof.

Not construct any buildings or structures or make any improvements on said premises without receiving prior written consent of the Lessor.

Be responsible for the payment of all permits or license fees, if any, required by any present or future statute of the State of Illinois or ordinance of the City of Chicago.

Indemnify and hold Lessor harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from Lessor by reason or on account or damage to the property or the Lessor or injury to or death or any person, arising from Lessee's direct use and occupancy of any or an operations at said premises including acts of its agents, contractors and subcontractors. Any final judgments rendered against Lessor for any cause of which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

Not (a) assign or convey this lease or any interest under it, (b) allow and transfer hereof or any lien upon Lessee's interest by operation of law, (c) sublet the premises or any part thereof, (d) permit the use of occupancy of the premises or any part thereof by any one other than Lessee without, in each and every case obtaining the prior written approval of the Lessor.

Covenant and agree to keep the demised premises free and clear of any and all liens in any way arising out of use thereof, by Lessee, its employees, agents or servants. Lessee further agrees that the Lessor shall not be liable, and Lessee waives all claims for damage to property or injury to any person resulting from any act or omission of Lessor, its agents, employees or servants.

Use the demised premises solely for the storage of wrecked or abandoned automobiles and the other similar vehicles belonging to or used by the Lessee in operation of and incident to Lessee's business.

Not display any signage that does not pertain to Lessee's type of business.

Signage placement must be approved by Department of General Services.

Covenant and agree to keep the demised premises free and clear of any and all liens in any way arising out of the use thereof by the Lessee, its employees, agents or servants.

Lessor under this lease shall:

Have the right to terminate this lease upon ninety (90) days prior written notice to the Lessee at the address cited herein.

Enter onto premises to inspect the demised premises upon giving reasonable notice to the Lessee. In the event of an emergency, Lessor shall not be required to give the Lessee notice prior to entering upon premises.

Additional terms and conditions:

In the event of a substantial breach of any of the covenants, terms and conditions contained herein by Lessee, Lessor shall have the right to terminate this lease upon giving written notice by certified or registered mail to Lessee at the address cited herein. Failure or neglect of Lessor to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of such breach or any subsequent breach of any right created thereby.

In the case of termination of this lease by lapse of time or under any provision contained herein, at the election of the Lessor, Lessee will surrender said premises peaceably to Lessor, and if Lessee shall hold possession of said premises, or any part thereof, one day after the same should be surrendered according to the terms of this lease, Lessee shall be deemed guilty of forcible detainer of said premises and will be subject to eviction and removal, forcibly or otherwise, with or without process of law.

In the case of termination of this lease by lapse of time or under any provisions contained herein, all additions, extensions, alterations and improvements to and upon the demised property, except for the fence around said premises, whether made by Lessor or Lessee, shall be and remain the property of Lessor without obligation whatsoever upon Lessor to pay or allow to Lessee compensation or credit therefor, except as hereinafter expressly stated.

In the case of expiration of this lease or its termination under provisions contained herein, Lessee shall remove the fence around said premises at Lessee's expense and restore said premises in good condition, normal wear and tear accepted. Said fence shall be the sole property of Lessee.

---

*Action Deferred* -- APPOINTMENT OF VARIOUS INDIVIDUALS  
TO BOARD OF DIRECTORS OF CHICAGO LOW  
INCOME HOUSING TRUST FUND.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report which was, on motion of Alderman Langford and Alderman Carter, *Deferred* and ordered published:

CHICAGO, September 13, 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 (which was referred on May 24, 1989) to appoint to the Board of Directors of the Chicago Low Income Housing Trust Fund for a term ending December 31, 1989:

Edward Williams

Heron Lee O'Neal

Rebecca Riley

Betty Jane Pegues

Hipolito Roldan

Emma Jean Robinson

William L. Cassady

Approve the appointments by Mayor Richard M. Daley of members to the Board of Directors of the Chicago Low Income Housing Trust Fund for a term ending December 31, 1990:

Michael F. Schubert

Bessie Torrence

John Markowski

Robert J. Jacquette

Thomas J. McNulty

Laurence S. Geller

Doug Dobmeyer

Daniel Alvarez, Sr.

This recommendation was concurred in by a majority of the members of the committee, with no dissenting vote, with the exception of Alderman Shiller who voted nay on the nomination of John Markowski, yea on the nomination of Doug Dobmeyer and present on the remaining nominees.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,  
*Chairman.*

---

**COMMITTEE ON HUMAN RIGHTS AND  
CONSUMER PROTECTION.**

---

**COMMITTEE ON HUMAN RIGHTS AND CONSUMER PROTECTION  
URGED TO INVESTIGATE AND DOCUMENT TERRORIST  
ACTIVITIES AND DEPARTMENT OF POLICE  
DIRECTED TO PROVIDE PROTECTION TO  
THREATENED PERSONS AND ESTABLISH  
TIP HOTLINE FOR POLITICALLY  
MOTIVATED VIOLENCE  
WITHIN CITY.**

The Committee on Human Rights and Consumer Protection submitted the following report:

CHICAGO, September 7, 1989.

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

Your Committee on Human Rights and Consumer Protection, having had under consideration a resolution memorializing the committee to hold hearings on the patterns of death squad activities (referred on June 14, 1989), begs leave to recommend that Your Honorable Body *Pass* the substitute resolution, which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,

(Signed) JUAN M. SOLIZ,  
*Chairman.*

On motion of Alderman Soliz, the said proposed substitute 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, On April 19, 1989, the home of Lam Ton, a prominent restaurant owner, was fire bombed; and

WHEREAS, Lam Ton was engaged in peaceful, legal efforts to assist family members in Vietnam; and

WHEREAS, Similar events that have occurred across the country have intimidated Vietnamese Americans from freely participating in our society; and

WHEREAS, Much "death squad activities" have hindered and threatened the well being of the whole City of Chicago; and

WHEREAS, The Honorable Mayor Richard M. Daley and honorable members of the City Council cannot continue to ignore this pattern of terror which is arbitrarily causing pain and anguish to residents of the City of Chicago; now, therefore,

*Be It Resolved*, That The Honorable Mayor Richard M. Daley and 22nd Ward Alderman Jesus G. Garcia, together with the members of the City Council, urge the City of Chicago Committee on Human Rights and Consumer Protection to embark on a thorough investigation and documentation of any and all terrorist activities; and

*Be It Further Resolved*, That the Committee on Human Rights and Consumer Protection conduct said hearings in an effort to investigate and document the pattern of violence and terrorism and to further call to testify representatives from the Chicago Police Department, the Commission on Human Relations and any state and/or federal agency involved in any investigation of this pattern of terrorism; and

*Be It Further Resolved*, That the members of the City Council of the City of Chicago call upon Illinois Senators Alan Dixon and Paul Simon, as well as the Illinois Congressional Representatives, to initiate congressional hearings into the activities of death squads in the United States; and

*Be It Further Resolved*, That the members of the City Council of the City of Chicago call upon the Chicago Police Department and federal law enforcement agencies to provide adequate protection to Lam Ton and his family and any others similarly threatened; and

*Be It Further Resolved*, That the members of the City Council of the City of Chicago call upon the Commission on Human Relations to work with Travelers and Immigrants Aid to help heal the wounds of the Vietnam War in the Vietnamese community of Chicago; and

*Be It Further Resolved*, That the Superintendent of Police seek a meeting with the Directors of the Federal Bureau of Investigation and report on such a meeting to this committee within three months from the date of passage; and

*Be It Further Resolved*, That the Department of Police establish a hotline for the purpose of collecting anonymous tips from members of the community regarding politically-motivated violence; and

*Be It Further Resolved*, That the Commission on Human Relations shall publicize said hotline and report back to this committee on steps taken to ease fears in the Asian community within three months from the date of passage; and

*Be It Finally Resolved*, That copies of this resolution be furnished to the Illinois members of Congress, the Chairs of the House and Senate Judiciary Foreign Relations Committees, the leadership of the State Legislature and the Governor of the State of Illinois.

---

## COMMITTEE ON LICENSE.

---

### AMENDMENT OF MUNICIPAL CODE CHAPTER 160, SECTION 160-13 BY PROHIBITING PEDDLING ON PORTION OF EAST 87TH STREET.

The Committee on License submitted the following report:

CHICAGO, September 13, 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, Section 160-13 of the Municipal Code of the City of Chicago; and authorizing the prohibition of peddlers on East 87th Street, both sides, between South Dr. Martin Luther King, Jr. Drive and South Jeffery Boulevard. This matter was presented to the committee on September 12, 1989 and considered by the committee on September 12, 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 amended 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 amended ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 160-13 of the Municipal Code of Chicago, peddling is hereby prohibited on East 87th Street (both sides) between South Martin Luther King Drive and South Jeffery Boulevard; and the Commissioner of Public Works is hereby authorized and directed to post signs in indication of such prohibition.

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



COMMITTEE ON SPECIAL EVENTS AND  
CULTURAL AFFAIRS.

---

PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF  
SPECIFIED STREETS FOR SUNDRY EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Special Events and Cultural Affairs, having had under consideration seven proposed orders (referred to your committee on July 19, 1989) to grant permission to various applicants for street closures, begs leave to recommend that your Honorable Body *Pass* the proposed orders, which are transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*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):

*Alcocks Inn.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Alcocks Inn, c/o L. Karl Johnson, General Manager, 411 South Wells Street, to close to traffic South Financial Place, between West Van Buren Street and the back door of 411 South Wells Street, on Friday, July 14, 1989, during the hours of 11:00 A.M. and 9:00 P.M., for the conduct of the "3rd Annual Bear and Bull Bust" fundraiser for the benefit of the Chicago Northern Illinois Chapter of the National Multiple Sclerosis Foundation.

---

*Copernicus Foundation.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Copernicus Foundation, 5216 West Lawrence Avenue, to close to traffic North Lipps Avenue, between West Ainslie Street and North Milwaukee Avenue, from 8:00 P.M. on August 30 to 3:00 P.M. on September 5, 1989, and to close North Avondale Avenue, between West Ainslie Street and North Milwaukee Avenue from 8:00 A.M. on August 31 to 12:00 Midnight on September 4, 1989, for the conduct of Taste of Polonia.

---

*Mayor's Office Of Special Events.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Mayor's Office of Special Events, Room 703, City Hall, to close to traffic East Jackson Boulevard, between South Lake Shore Drive and South Columbus Drive from P.M. rush hours on Tuesday, August 29 through A.M. rush hours on Tuesday, September 5, 1989; and South Columbus Drive (east side) between East Monroe Street and East Congress Parkway from 7:00 A.M. on Thursday, August 31 through 12:00 Midnight on Monday, September 4, 1989, for the conduct of the Chicago Jazz Festival.

*Providence Of God Catholic Church.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Providence of God Catholic Church, 717 West 18th Street, to close to traffic West 19th Street, between South Union Avenue and South Halsted Street, from 8:00 A.M. on Saturday, July 15, 1989 to 12:00 Midnight on Sunday, July 16, 1989, in conjunction with a festival "Kermes" to be conducted on parish grounds.

---

*Ms. Juanita Rucobo.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Juanita Rucobo, Pastor, Juan 3.11 Church, 1726 West 21st Place, to close to traffic West 21st Place, between Paulina and Wood Streets for the period of July 13 through July 16, 1989, during the hours of 5:00 P.M. and 10:00 P.M. each day, for the conduct of an open air religious meeting.

---

*South Loop Neighbors Association.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the South Loop Neighbors Association, 840 North Michigan Avenue, to close to traffic South Dearborn Street, between West Polk and West Harrison Streets and also West Polk Street, between South Plymouth Court and South Federal Street, from 10:00 A.M. on Friday, September 8, to 1:00 A.M. on Sunday, September 10, 1989, for the conduct of an annual street fair.

---

*Mr. Rick Stabeck/United States Triathlon.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Rick Stabeck/United States Triathlon, to close to traffic the south half of Upper Randolph Street, between North Columbus Drive and Field Drive, from 12:00 Noon on Saturday, July 8, 1989 to 8:00 P.M. on Sunday, July 9, 1989, for the conduct of the 1989 Bud Light U.S.T.S. Chicago Triathlon.

PERMISSION GRANTED TO VARIOUS ORGANIZATIONS FOR  
SIDEWALK SALES ON SPECIFIED STREETS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Special Events and Cultural Affairs, having had under consideration two orders signed by Alderman Burton F. Natarus, 42nd Ward (referred to your committee on July 19, 1989) to grant permission to the Old Town Chamber of Commerce and the Downtown Sports Club for the conduct of two sidewalk sales, begs leave to recommend that Your Honorable Body *Pass* the proposed orders, which are transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*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):

*Downtown Sports Club.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Downtown Sports Club, 441 North Wabash Avenue, for the conduct of a sidewalk sale on North Wabash Avenue, from 405 to 411, for the period of July 18 -- 19, 1989 during the hours of 10:00 A.M. and 3:00 P.M. each day.

---

*Old Town Chamber Of Commerce.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Old Town Chamber of Commerce, 1447 North Wells Street, for the conduct of a sidewalk sale on North Wells Street (both sides) between West Division Street and West Eugenie Street; and on West North Avenue, between North North Park Avenue and North LaSalle Street, for the period of July 22 -- 23, 1989 during the hours of 10:00 A.M. and 6:00 P.M. on the 22nd and 12:00 Noon to 5:00 P.M. on the 23rd.

---

PERMISSION GRANTED TO MS. ZOFIA SADLINSKI-KASPER/  
COPERNICUS FOUNDATION FOR TASTE OF POLONIA  
ON PORTIONS OF NORTH LIPPS AVENUE  
AND WEST AVONDALE AVENUE.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Special Events and Cultural Affairs, having had under consideration a communication signed by Alderman Patrick J. Levar, 45th Ward (referred to your committee on July 19, 1989) to grant permission to Zofia Sadlinski-Kasper for the conduct of Taste of Polonia on North Lipps Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed order, 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 order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of Public Works is hereby authorized to grant permission to Zofia Sadlinski-Kasper, Executive Director, Corpenicus Foundation, 5216 West Lawrence Avenue for the conduct of Taste of Polonia on North Lipps Avenue, from West Ainslie Street to North Milwaukee Avenue; West Avondale Avenue, from West Ainslie Street to North Milwaukee Avenue on Thursday, August 31, 1989 from 4:00 P.M. to 10:00 P.M.; Friday, September 1, 1989 from 4:00 P.M. to 11:00 P.M.; Saturday, September 2, 1989 from 12:00 Noon to 11:00 P.M.; Sunday, September 3, 1989 from 12:00 Noon to 11:00 P.M. and Monday, September 4, 1989 from 12:00 Noon to 10:00 P.M.

---

PERMISSION GRANTED TO COCORICO BRASSERIE FOR  
BASTILLE DAY CELEBRATION ON PORTIONS  
OF SPECIFIED STREETS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Special Events and Cultural Affairs, having had under consideration a communication signed by Alderman Edwin W. Eisendrath, 43rd Ward (referred to your committee on July 19, 1989) to grant permission to Cocorico Brasserie for the conduct of a Bastille Day Celebration, begs leave to recommend that Your Honorable Body *Pass* the proposed order, 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 order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Cocorico Brasserie, 1960 North Clybourn Avenue, for the conduct of Bastille Day Celebration on Clifton Street, from Marcey Street to Clybourn Avenue on July 14, 1989, during the hours of 5:00 P.M. to 10:00 P.M.

---

PERMISSION GRANTED TO SHERATON-PLAZA FOR SALE OF  
REFRESHMENTS AT 160 EAST HURON STREET.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Special Events and Cultural Affairs, having had under consideration a communication signed by Alderman Burton F. Natarus, 42nd Ward (referred to your committee on July 19, 1989) to grant permission to the Sheraton-Plaza to sell hot dogs and soft drinks, begs leave to recommend that Your Honorable Body *Pass* the proposed order, 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 order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Sheraton-Plaza to sell hot dogs and soft drinks (name of event commonly known as "The Dog Days of August") in front of 160 East Huron Street, for the benefit of the Anti-Cruelty Society, for the following periods: Thursdays/Fridays/Saturdays, August, 1989 -- 3, 4, 5, 10, 11, 12, 17, 18, 19, 24, 25, 26 and 31, from 11:30 A.M. to 1:30 P.M. each day and Thursdays and Fridays, August, 1989 -- 3, 4, 10, 11, 17, 18, 24, 25 and 31, from 5:00 P.M. to 7:00 P.M. each day.



**COMMITTEE ON STREETS AND ALLEYS.****APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN  
PUBLIC WAYS.**

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 8, 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* three proposed ordinances transmitted herewith (referred on May 10 and June 14, 1989) for grants of privilege in public ways.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

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

*Bank Of Ravenswood, Under Trust Number 25-9655.*

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

SECTION 1. Permission and authority are hereby given and granted to Bank of Ravenswood under Trust 25-9655, upon the terms and subject to the conditions of this ordinance to occupy a portion of the public way in West Elm Street adjacent premises 1140 North LaSalle Street. Said space shall measure one hundred five point five (105.5) feet in length and seventy (70) feet in width for a total area of seven thousand three hundred eighty-five (7,385) square feet. A landscape of trees, turf grass and flowering shrubs will surround a paved area for deliveries and emergency vehicle access. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand and no/100 Dollars (\$1,000.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk,

provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

---

*Mr. Morris Glickman.*

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

SECTION 1. Permission and authority are hereby given and granted to Morris Glickman, upon the terms and subject to the conditions of this ordinance to occupy a portion of the public right-of-way measuring approximately sixteen (16) feet in length and sixteen (16) feet in width along West O'Brien Street adjacent to the premises 1237 South Halsted Street. Authority herein granted for a period of five (5) years from and date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in

accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

**SECTION 6.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

---

*Stony Island Reclamation Company.*

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

SECTION 1. Permission and authority are hereby given and granted to Stony Island Reclamation Company, upon the terms and subject to the conditions of this ordinance, to construct, maintain, and use a force sewer main within the public right-of-way of South Stony Island Avenue. Said force main shall proceed south underneath South Stony Island Avenue from a point above five (5) feet west of the northeast corner of the intersection of East 122nd Street and South Stony Island Avenue for approximately four thousand twenty-six (4,026) feet to connect with an existing Metropolitan Sanitary District wet well along the north river bank of the Calumet River. Said force main shall be maintained under supervision and approval of the Commissioner of Sewers and subject to all applicable regulations of the Water Reclamation District and other government authorities.

Authority for the above named privilege shall be for a period of five (5) years from and after date of ordinance passage.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions

hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

---

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

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 8, 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* four proposed ordinances transmitted herewith (referred on July 19, 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

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

*BICE Of Chicago, Incorporated (Doing Business  
As BICE Ristorante).*

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

SECTION 1. Permission and authority are hereby given and granted to BICE of Chicago, Incorporated, doing business as BICE Ristorante, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 158 East Ontario Street. Said sidewalk cafe shall be forty-one (41) feet in length and eight (8) feet in width for a total of three hundred twenty-eight (328) square feet and shall begin eleven (11) feet from the face of the curb line along East Ontario Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$591.00

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 the date of passage of this ordinance through, and including, November 1, 1989.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from

the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. - Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

---

*Cocorico, Incorporated (Doing Business As  
Cocorico Brasserie Chicago).*

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

SECTION 1. Permission and authority are hereby given and granted to Cocorico, Incorporated, doing business as Cocorico Brasserie Chicago, 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 1960 North Clybourn Avenue. Said sidewalk cafe shall be thirty-five (35) feet in length and eight (8) feet in width for a total of two hundred eighty (280) square feet and shall begin five (5) feet from the face of the curb line along North Clifton Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Sunday, 11:00 A.M. to 12:00 Midnight

Compensation: \$300.00

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

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents, and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal

and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers, and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done, by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage: provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

---

*Mr. Penguin, Incorporated (Doing Business  
As Mr. Penguin).*

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

SECTION 1. Permission and authority are hereby given and granted to Mr. Penguin, Incorporated, doing business as Mr. Penguin, 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 162 East Superior Street. Said sidewalk cafe shall be twenty-two (22) feet in length and sixteen (16) feet three (3) inches in width for a total of three hundred fifty-seven (357) square feet and shall begin eight (8) feet from the face of the

curb line along East Superior Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 9:00 A.M. to 10:00 P.M.

Friday and Saturday, 9:00 A.M. to 11:00 P.M.

Sunday, 9:00 A.M. to 5:00 P.M.

Compensation: \$643.00

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.

*Zippy's Hamburger's, Incorporated (Doing Business  
As Zippy's Hamburger's).*

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

SECTION 1. Permission and authority are hereby given and granted to Zippy's Hamburger's, Incorporated, doing business as Zippy's Hamburger'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 838 North State Street. Said sidewalk cafe shall be twenty-five (25) feet in length and thirteen (13) feet in width for a total of three hundred twenty-five (325) square feet and shall begin five (5) feet from the face of the curb line along West Chestnut Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$585.00

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.

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

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction



of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of

Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

---

VACATION OF WEST FLOURNOY STREET AND VARIOUS PUBLIC  
ALLEYS BETWEEN SOUTH OAKLEY BOULEVARD AND  
SOUTH LEAVITT STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 8, 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 on March 30, 1988 (Council Journal page 11818) and of an opinion dated July 31, 1989 for the Illinois Medical Center Commission, vacating all that part of West Flournoy Street lying between South Oakley Boulevard and South Leavitt Street, together with all of the north-south 18-foot public alley and all that part of the remaining east-west 18-foot public alley in the block bounded by West Harrison Street, West Flournoy Street, South Oakley Boulevard and South Leavitt Street.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

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

SECTION 1. That all that part of the West Flournoy Street lying south of the south line of Lots 28 to 39, both inclusive, in Block 1 in B. S. Morris Subdivision of Lot 1 in Morris and Others Subdivision of the west half of the southwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian; lying south line of the east 18 feet of Lot 27 in Block 1 in B. S. Morris Subdivision of Lot 1 aforementioned being the south line of the 18-foot public alley dedicated by plat recorded July 18, 1917 as Document Number 6155919 in the Office of Recorder of Deeds in Cook County, Illinois; lying south of the south line of Lot A in consolidation of Lots 14, 15, 16, 17, 18, 19, 20 and the east 18/10 feet of Lot 24 and Lots 25, 26 and 27 (except that part of Lot 20 taken for South Oakley Boulevard and except the east 18 feet of Lots 14 and 27 dedicated for alley purposes). Also Lots 1, 2, 3, 4 and 5 in the subdivision of Lots 21, 22, 23 and 24 (except the east 18/10 feet thereof) all in B. S. Morris Subdivision of Lot 1 in Morris and Others Subdivision of the west half of the southwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian also vacated alley between said lots: lying north of the north line of Lots 1 to 10, both inclusive, Lots 13 to 16, both inclusive, and Lots 22 and 23 in Block 2 in F. W. and J. L. Campbell's Subdivision of Block 2 in B. S. Morris Subdivision of Lot 1 aforementioned; lying north of the north line of Lots 1, 2 and 3 in subdivision of Lots 11 and 12 in F. W. and J. L. Campbell's Subdivision of Block 2 in B. S. Morris Subdivision of Lot 1 aforementioned; lying north of the north line of Lots 1, 2 and 3 in subdivision of Lots 17, 18 and the east half of Lot 19 in F. W. and J. L. Campbell's Subdivision of Block 2 in B. S. Morris Subdivision of Lot 1 aforementioned; lying north of the north line of Lots 1, 2 and 3 in subdivision of Lots 24 and 25 in F. W. and J. L. Campbell's Subdivision of Block 2 in B. S. Morris Subdivision of Lot 1 aforementioned; lying west of a line drawn from the southeast corner of Lot 39 in B. S. Morris Subdivision of Lot 1 aforementioned to the northeast corner of Lot 1 in F. W. and J. L. Campbell's Subdivision of Block 2 in B. S. Morris Subdivision of Lot 1 aforementioned; and lying east of a line drawn from the southwest corner of Lot A in consolidation of Lots 14, et cetera . . . aforementioned to the northwest corner of Lot 1 in subdivision of Lots 24 and 25 aforementioned;

Also

all that part of the north-south 18-foot public alley dedicated by plat recorded July 18, 1917 as Document Number 6155919 in the Office of Recorder of Deeds in Cook County, Illinois

and described as follows: The east 18 feet of Lots 14 and 27 in B. S. Morris Subdivision of Lot 1 aforementioned;

Also

all that part of the east-west 18-foot public alley lying south of the south line of Lots 2 to 14, both inclusive; lying north of the north line of Lots 27 to 39, both inclusive; lying west of a line drawn from the southeast corner of Lot 2 to the northeast corner of Lot 39; and lying east of the southwardly extension of the west line of the east 18 feet of Lot 14, all in B. S. Morris Subdivision of Lot 1 aforementioned; said public street, public alley and part of public alley herein vacated being further described as all that part of West Flournoy Street lying between South Oakley Boulevard and South Leavitt Street, together with all of the north-south 18-foot public alley and all that part of the remaining east-west 18-foot public alley in the block bounded by West Harrison Street, West Flournoy Street, South Oakley Boulevard and South Leavitt Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, Illinois Bell Telephone Company and Group W. Cable of Chicago, Incorporated, 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 along all that part of West Flournoy Street lying between South Oakley Boulevard and South Leavitt Street, together with all of the north-south 18-foot public alley and all that part of the remaining east-west 18-foot public alley in the block bounded by West Harrison Street, West Flournoy Street, South Oakley Boulevard and South Leavitt Street as herein vacated, with the right of ingress and egress.

SECTION 3. The Illinois Medical Center Commission, hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in that part of West Flournoy Street as herein vacated.

SECTION 4. The vacations herein provided for are made upon the express condition that within 180 days after the passage of this ordinance, the Illinois Medical Center Commission 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 4770 of this Journal.]

ORDINANCE ASSOCIATED WITH THIS DRAWING PRINTED ON PAGES 4767 THROUGH 4769.

B.S. Morris Sub of Lot 11 in Morris & Others Sub of the W/2 of the S.W/4 of Sec. 18-39-14

F.W. & J.L. Campbell's Sub of Blk 2 Morris & Others Sub etc. (See 'A')

Sub of Lots 24 & 25 of F.W. & J.L. Campbell's Sub of Blk 2 etc. (See 'A')

Sub of Lots 20, 21 & the W/2 of Lot 19 F.W. & J.L. Campbell's Sub of Blk 2 etc. (See 'A')

Sub of Lots 17, 18 & the E/2 of Lot 19 F.W. & J.L. Campbell's Sub of Blk 2 etc. (See 'A')

Sub of Lots 8 & 12 of F.W. & J.L. Campbell's Sub of Blk 2 etc. (See 'A')

H.C. Lemke's Sub of Lot 6 and except the W. 16 1/2 ft. of Lot 7 in Blk 1 Morris & Others Sub etc. (See 'A')

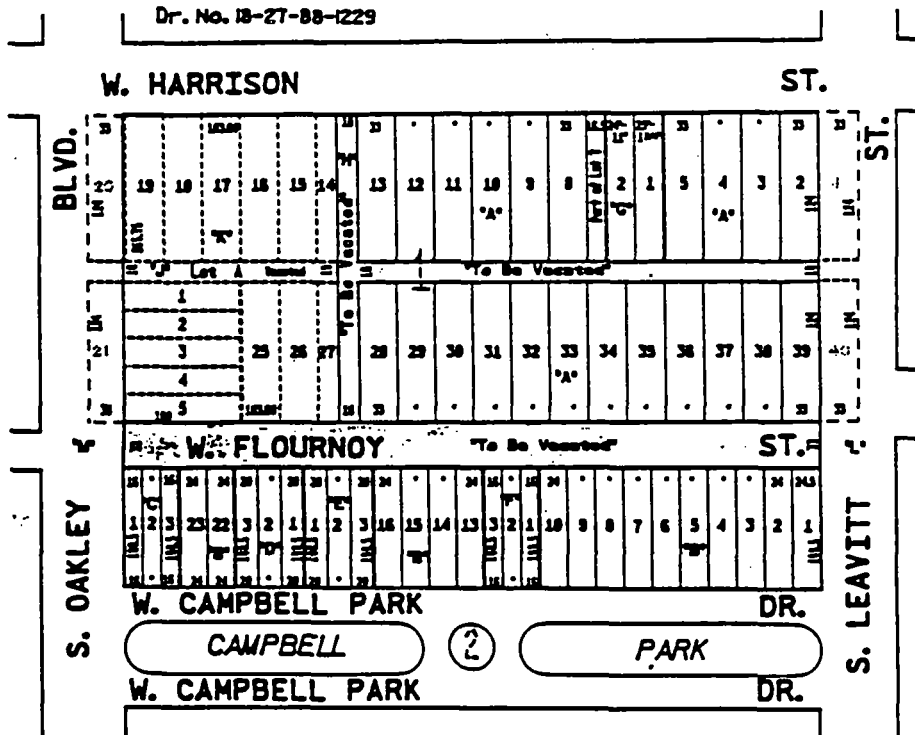
Dedication for Public Alleys  
Rec. July 18, 1917 Doc. 155919

Ordinance for the Vacation of part of E. & W. alley in B.S. Morris Sub etc. (See 'A')

Consolidation of Lots 14, 15, 16, 17, 18, 19, 20 the E. 18/10 ft. of Lot 24 & Lots 25, 26 & 27 (exc. that part of Lot 20 taken for S. Oakley Blvd. & exc. the E. 18 ft. of Lots 14 & 27 dedicated for alley purposes). Also Lots 1, 2, 3, 4 & 5 in the Sub of Lots 21, 22, 23 & 24 (exc. the E. 18/10 ft. thereof) all in (See 'A') also vac. alley lying between said lots

Opening & extension of Leavitt St. from Harrison St. to 12th St. passed Dec. 7, 1868 Assem't confirmed June 14, 1869

Oakley St. opened from Madison St. to 12th St. Ord. passed Apr. 23, 1868 Assem't confirmed Sept 21, 1868



VACATION OF PORTIONS OF NORTH GREEN STREET AND  
PUBLIC ALLEY BETWEEN WEST ERIE STREET  
AND WEST OHIO STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 8, 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 on November 16, 1988 (Council Journal page 19421) and an opinion dated August 29, 1989 for Como Inn, vacating the north 60 feet of North Green Street lying south of West Erie Street together with the north 60 feet of the north-south 18-foot public alley running south from West Erie Street between North Green Street and North Halsted Street.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public

interest to be subserved is such as to warrant the vacation of part of public street and part of public alley described in the following ordinance: now, therefore,

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

SECTION 1. That all that part of North Green Street lying east of the east line of Lots 6 and 7 in Block 33; lying west of the west line of Lot 14 in Block 34; lying south of a line drawn from the northeast corner of Lot 6 in Block 33 to the northwest corner of Lot 14 in Block 34; and lying north of the westwardly extension of the south line of the north 60 feet of Lot 14 in Block 34 all in Ogden's Addition to Chicago (part of the northeast quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian); that part of the north-south 18-foot public alley lying west of the west line of Lots 1 and 2; lying east of the east line of Lot 16; lying south of a line drawn from the northwest corner of Lot 1 to the northeast corner of Lot 16; and lying north of the eastwardly extension of the south line of the north 60 feet of Lot 16 all in Block 34 in Ogden's Addition to Chicago aforementioned; said part of public street and part of public alley herein vacated being further described as the north 60 feet of North Green Street lying south of West Erie Street together with the north 60 feet of the north-south 18-foot public alley running south from West Erie Street between North Green Street and North Halsted Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along that part of public street and part of public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The Como Inn, hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in that part of North Green Street as herein vacated.

SECTION 4. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Como Inn shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street and part of public alley hereby vacated, the sum of Sixty-five Thousand Two Hundred and no/100 Dollars (\$65,200.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of North Green Street hereby vacated and that part of the public alley hereby vacated similar to the sidewalk and curb in West Erie Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 5. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Como Inn shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on page  
4774 of this Journal.]

---

VACATION OF PORTIONS OF SOUTH HERMITAGE AVENUE, SOUTH  
WOOD STREET AND VARIOUS PUBLIC ALLEYS IN AREA  
BOUNDED BY WEST JACKSON BOULEVARD, WEST  
VAN BUREN STREET, WEST OGDEN AVENUE  
AND SOUTH HERMITAGE AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 8, 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 time extension ordinance transmitted herewith of an order passed by the City Council on February 4, 1986 (Council Journal page 26787) and of an opinion dated August, 1989, for Rush Presbyterian-St. Luke's Medical Center vacating South Hermitage Avenue lying between the south line of West Jackson Boulevard and a line 260.5 feet south thereof; also South Wood Street lying between the southeasterly line of West Ogden Avenue and the north line of West Van Buren Street, together with all of the public alleys in the block bounded by West Jackson Boulevard, West Van Buren Street, West Ogden Avenue, South Wood Street and South Hermitage 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.*

(Continued on page 4775)



ORDINANCE ASSOCIATED WITH THIS DRAWING PRINTED ON PAGES 4771 THROUGH 4773.

"A"

Assessor's Div. of Lot 8 & S. 1/2 of 7 Blk. 34 Ogden's Add. in Sec. 8-39-14

"B"

Ogden's Add. to Chicago ( Part of N.E. 1/4 Sec. 8-39-14 )

"C"

Property aquired for Northwest Route (John F. Kennedy Expressway) of Comprehensive Superhighway System. General Ordinance Passed Sept. 5, 1946

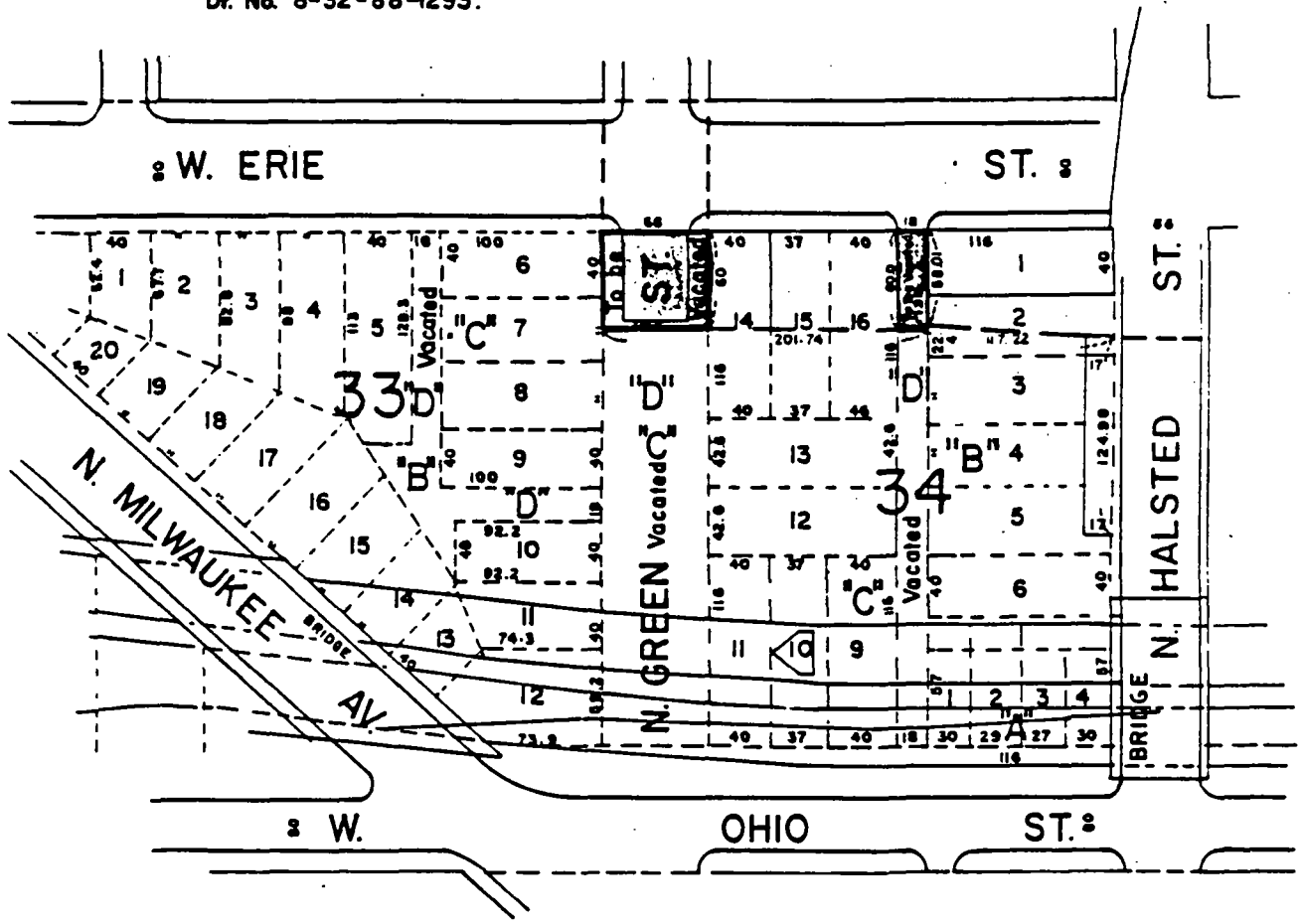
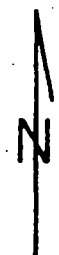
"D"

Vacated by Ordinance Passed Jan. 17, 1978 Amending Ordinance Passed Apr. 21, 1978.

Rec. June. 19, 1978

Doc. 24496289

Dr. No. 8-32-88-1293.



(Continued from page 4773)

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance was passed by the City Council on December 18, 1986, appearing on pages 38496, 38497 and 38499 and November 18, 1987, appearing on pages 6422, 6424, 6425 and 6426 of the Journal of the Proceedings of said dates, providing for "Authority granted to vacate portions of South Hermitage Avenue and South Wood Street together with public alleys at specified locations"; and

WHEREAS, Said ordinance was not recorded within the time limit of (6) months as provided in the ordinance; and

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

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

SECTION 1. That all that part of South Hermitage Avenue lying east of the east line of Lots 1, 3, 4, 7, 8, 11, 12, 15 and 16 and east of a line drawn from the southeast corner of Lot 7 to the northeast corner of Lot 8 all in Block 3; lying west of the west line of Lots 22, 23, 24, 25, 26 and 31 and west of a line drawn from the southwest corner of Lot 31 to the northwest corner of Lot 26 all in Block 4; lying south of a line drawn from the northeast corner of Lot 1 in Block 3 to the northwest corner of Lot 31 in Block 4; and lying north of the westwardly extension of the south line of Lot 22 in Block 4, all in Ashland Addition to Chicago, being the southeast quarter of the northeast quarter and of a fraction in the southwest corner of the northeast quarter of the northeast quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian;

Also

all that part of South Wood Street lying west of the west line of Lots 24, 26, 28 and 29, in Block 3 in Ashland Addition to Chicago aforementioned, and west of the west line of Lot 2 in Owner's Resubdivision of Lots 5, 6, 7, 8 and 9 in Beckett's Subdivision of Lots 10, 13, 14, 17, 18, 19, 20 and 21 in Block 3 in Ashland Addition to Chicago aforementioned; lying east of the east line of Lot B in Ashland's Second Addition to Chicago, being a Subdivision of the west half of the northeast quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian; lying south of a line drawn from the north corner of Lot B in Ashland's Second Addition to Chicago aforementioned, to the intersection of the west and northwest lines of Lot 2 in Owner's Resubdivision aforementioned; and lying north of a line drawn from the southeast corner of Lot B in Ashland's Second Addition to Chicago aforementioned, to the southwest corner of Lot 29 in Block 3 in Ashland Addition to Chicago aforementioned;

Also

all of the north-south, east-west, northeasterly-southwesterly, and northwesterly-southeasterly public alleys lying south of the south line of Lot 7; lying southwesterly of the southwesterly line of Lot 6; lying north of the north line of Lot 8; lying northeasterly of the northeasterly line of Lot 9; lying west and northwesterly of the west and northwesterly lines of Lots 8, 11, 12, 15, 16, 22, 23, 26, 27 and 30; lying east, southeasterly and north of the east, southeasterly and north lines of Lots 9, 24, 26, 28 and 29, all in Block 3 in Ashland's Addition to Chicago aforementioned; lying southeasterly of the southeasterly line of Lots 1, 2, 3 and 4 in Beckett's Subdivision aforementioned; and lying southeasterly, east and south of the southeasterly, east and south lines of Lots 1 and 2 in Owner's Resubdivision aforementioned; said part of public streets and public alleys herein vacated being further described as the north 260.5 feet, more or less, of that part of South Hermitage Avenue lying south of West Jackson Boulevard; that part of South Wood Street lying between the southeasterly line of West Ogden Avenue and the north line of West Van Buren Street, together with all of the north-south, east-west, northeasterly-southwesterly, and northwesterly-southeasterly public alleys in the block bounded by West Jackson Boulevard, West Van Buren Street, West Ogden Avenue, South Wood Street and South Hermitage Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

**SECTION 2.** The City of Chicago hereby reserves as a right-of-way for an existing water main and appurtenances thereto, and for the installation of any additional water mains or other municipally-owned service facilities now located or which in the future may be located in the east 33 feet of that part of South Wood Street as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid

service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy under, over, and along all of the public streets and public alleys as herein vacated with the right of ingress and egress.

SECTION 3. Compensation for the vacations herein provided for was paid by Rush-Presbyterian-St. Luke's Medical Center pursuant to the Redevelopment Agreement duly approved by the City Council on August 31, 1983. Rush-Presbyterian-St. Luke's Medical Center shall deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrances to the public streets and public alleys hereby vacated, similar to the sidewalk and curb in West Jackson Boulevard, West Van Buren Street, and West Ogden Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacations herein provided for are made upon the express condition that within (6) months after the passage of this ordinance, Rush-Presbyterian-St. Luke's Medical Center 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  
4778 of this Journal.]

---

VACATION OF PORTION OF SOUTH LA SALLE STREET LYING  
NORTH OF WEST 54TH STREET AND PORTION OF  
WEST 54TH STREET LYING EAST OF  
SOUTH WENTWORTH AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 8, 1989.

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

(Continued on page 4779)



(Continued from page 4777)

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 on September 30, 1987 (Council Journal page 4572) and of an opinion dated April 11, 1989 for Devon Bank, Trustee, Trust Number 5349, vacating the south 288 feet of that part of South LaSalle Street lying north of West 54th Street together with all of the remaining part of West 54th Street lying between South Wentworth Avenue.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

SECTION 1. That all that part of South LaSalle Street lying east of the east line of Lots 1, 4, 5, 8, 9, 12, 13, 16 and 17 in Block 3, lying east of a line drawn from the southeast corner of Lot 17 in Block 3 to the northeast corner of Lot 1 in Block 6, lying west of the west line of Lots 2, 3, 6, 7, 10, 11, 14, 15, 18 and 19 in Block 4; lying west of the west line of that part of West 54th Street vacated by ordinance passed October 24, 1973 and recorded as Document Number 22581512, being a line drawn from the southwest corner of Lot 19 in Block 4 to the northwest corner of Lot 2 in Block 5; lying south of a line drawn from the northeast corner

of Lot 1 in Block 3 to the northwest corner of Lot 2 in Block 4; and lying north of the north line of that part of South LaSalle Street vacated by ordinance passed October 16, 1974 and recorded as Document Number 22951606, being a line drawn from the northwest corner of Lot 2 in Block 5 to the northeast corner of Lot 1 in Block 6 all in Peter Shimps Subdivision of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian.

Also

all that part of West 54th Street lying south of the south line of Lots 17 and 18; lying south of the south line of the north-south 12-foot alley vacated by ordinance passed October 24, 1973 and recorded as Document Number 22581512 aforementioned, being described as a line drawn from the southwest corner of Lot 17 to the southeast corner of Lot 18 in Block 3; lying north of the north line of Lots 1 and 2 in Block 6; lying north of the north line of the north-south 12-foot alley vacated by ordinance passed October 24, 1973 and recorded as Document Number 22581512 aforementioned, being described as a line drawn from northwest corner of Lot 1 to the northeast corner of Lot 2 in Block 6; lying west of a line drawn from the southeast corner of Lot 17 in Block 3 to the northeast corner of Lot 1 in Block 6; lying east drawn from the point of intersection of the east line of the west 7 feet of Lot 18 and the south line of Lot 18 in Block 3 to the point of intersection of the east line of the west 7 feet of Lot 2 and the north line of Lot 2 in Block 6 being the east line of South Wentworth Avenue as widened by ordinance passed March 29, 1972 and recorded in the Office of the Recorder of Deeds April 11, 1972 as Document Number 21863311 all in Peter Shimps Subdivision aforementioned; said part of public streets herein vacated being further described as the south 288 feet of that part of South LaSalle Street lying north of West 54th Street together with all of the remaining part of West 54th Street lying between South Wentworth Avenue and the east line of South LaSalle Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacations.

**SECTION 2.** The Devon Bank, as Trustee, Trust Number 5349, hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in that part of South LaSalle Street and West 54th Street as herein vacated.

The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy under, over, and along all that part of South LaSalle Street and West 54th Street as herein vacated with the right of ingress and egress.

**SECTION 3.** The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, Devon Bank, as Trustee, Trust Number 5349, 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 streets

hereby vacated, the sum of no compensation dollars (\$0), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to West 54th Street hereby vacated, similar to the sidewalk and curb in South Wentworth Avenue, and constructing a barricade at the north terminus of that part of South LaSalle Street 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 vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Devon Bank, as Trustee, Trust Number 5349, 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 4782 of this Journal.]

---

VACATION OF PORTION OF WEST LEXINGTON STREET  
BETWEEN SOUTH LONG AVENUE AND  
EISENHOWER EXPRESSWAY.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 8, 1989.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith of an order passed by the City Council, November 16, 1989 (Council Journal page 19420) and of an opinion dated August 15, 1989 for DuPage Water Commission and County of Cook, vacating that part of West Lexington Street lying between the east line of South Long Avenue and the easterly line of the Eisenhower Expressway.

(Continued on page 4783)



ORDINANCE ASSOCIATED WITH THIS DRAWING PRINTED ON PAGES 4777 THROUGH 4781.

"A"

Peter Shimps Sub. of that part of S.E. 1/4 S.E. 1/4 Sec. 9-38-14 W. of the R.L.R.R.  
Rec. June 18, 1857 Doc. 87827

"B"

Sub. of Lots 11, 14, 15, 18 Block 2 of Peter Shimps Sub. etc. (See "A")

"C"

Vacated by Trustees of Town of Lake  
Rec. July 3, 1889 Doc. 1124392

"D"

Right of Way Opened by Resolution passed Mar. 29, 1972  
Rec. April 11, 1972 Doc. 21863311

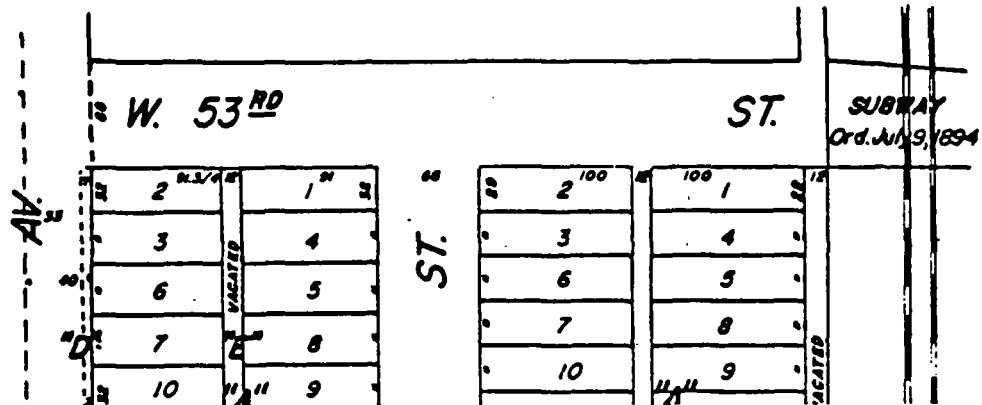
"E"

Vacated by Ordinance passed Oct. 24, 1973  
Rec. Dec. 28, 1973 Doc. 22581512

"F"

Vacated by Ordinance passed Oct. 16, 1974  
Rec. Dec. 31, 1974 Doc. 22951606

DR. No. 9-3-87-1157



(Continued from page 4781)

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

SECTION 1. That all that part of West Lexington Street as opened by the Board of Trustees of the Town of Cicero by ordinance passed August 2, 1893 and recorded October 26, 1893 as Document Number 1946830 in the Office of the Recorder of Deeds, in Cook County, Illinois and described as follows: the west 66 feet of the south 33 feet of Lot 211 and the west 66 feet of the north 33 feet of Lot 212 in School Trustees' Subdivision of the North Part of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian;

Also

that part of West Lexington Street lying south of the south line of Lots 1 to 7, both inclusive, in Block 1 in Frank C. Wood's Subdivision of Lots 215, 216 and 217 in School Trustees' Subdivision of the North Part of Section 16, Township 39 North, Range 13 East of

the Third Principal Meridian; lying south of the south line of Lot 4 in Taylor A. Snow's Resubdivision of Lots 17 to 21 in subdivision of Lot 218, Lots 29 to 32 in subdivision of Lots 219 and 220 and Lots 8 to 15 in Block 1, Lots 14 to 20 and Lots 22 to 26 in Block 2 in Frank C. Wood's Subdivision of Lots 215, 216 and 217 in School Trustees' Subdivision of the North Part of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian; lying north of the north line of Lots 1 to 11, both inclusive, in Block 2 in Frank C. Woods Subdivision aforementioned; lying west of a line drawn from the northeast corner of Lot 1 in Block 2 to the southeast corner of Lot 1 in Block 1 in Frank C. Woods Subdivision aforementioned; and lying east of the following described line: Commencing at the southeast corner of Lot 1 in Block 1 in Frank C. Woods Subdivision aforementioned; thence south 88 degrees 39 minutes 53 seconds west along the south line of Block 1, a distance of 203.17 feet, to the place of beginning; thence southwesterly along an arc of a circle convex southeasterly and having a radius of 548.20 feet an arch distance of 85.67 feet and whose cord bears south 47 degrees 31 minutes 35 seconds west a distance of 85.58 feet to the intersection with and terminating at the north line of Lot 11 in Block 2 in Frank C. Woods Subdivision aforementioned; said part of public street herein vacated being further described as that part of West Lexington Street lying between the east line of South Long Avenue and the easterly line of the Eisenhower Expressway 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 DuPage Water Commission hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in that part of West Lexington Street as herein vacated.

SECTION 3. The vacation herein provided for is made upon the express condition that within 120 days after the passage of this ordinance, the DuPage Water Commission and the County of Cook shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on page 4785  
of this Journal.]

---

VACATION OF PORTIONS OF SOUTH LONG AVENUE AND  
WEST POLK STREET.

The Committee on Streets and Alleys submitted the following report:

(Continued on page 4786)

ORDINANCE ASSOCIATED WITH THIS DRAWING PRINTED ON PAGES 4781 THROUGH 4784.

"A"

School Trustees Sub. of N. part of Sec. 16-39-13.

"B"

Frank C. Woods Sub. of lots 215, 216, & 217 in S. T. Sub. (See "A").  
Rec. Jan. 31, 1894 Doc. 1988955

"C"

Taylor A. Snow's Resub. of lots 17, to 21 in Sub. of lot 218, lots 29 to 32 in Sub. of lots 219 & 220 & lots 8 to 15 Blk. 1, 14 to 20 & 22 to 26 Blk 2 Woods Sub. (See "B").  
Rec. Mar. 26, 1902 Doc. 322094

"D"

Note of Correction. Rec. May 17, 1902 Doc. 3246305  
Property acquired for West Route (Dwight D. Eisenhower Expressway) of Comprehensive Superhighway System. General Ordinance Passed Oct. 31, 1940.

"E"

Vacated by Ordinance Passed Nov. 30, 1962. Doc. 18676600  
Rec. Dec. 17, 1962

"F"

Dedication for Public Street. Doc. 17787876  
Rec. Feb. 23, 1960

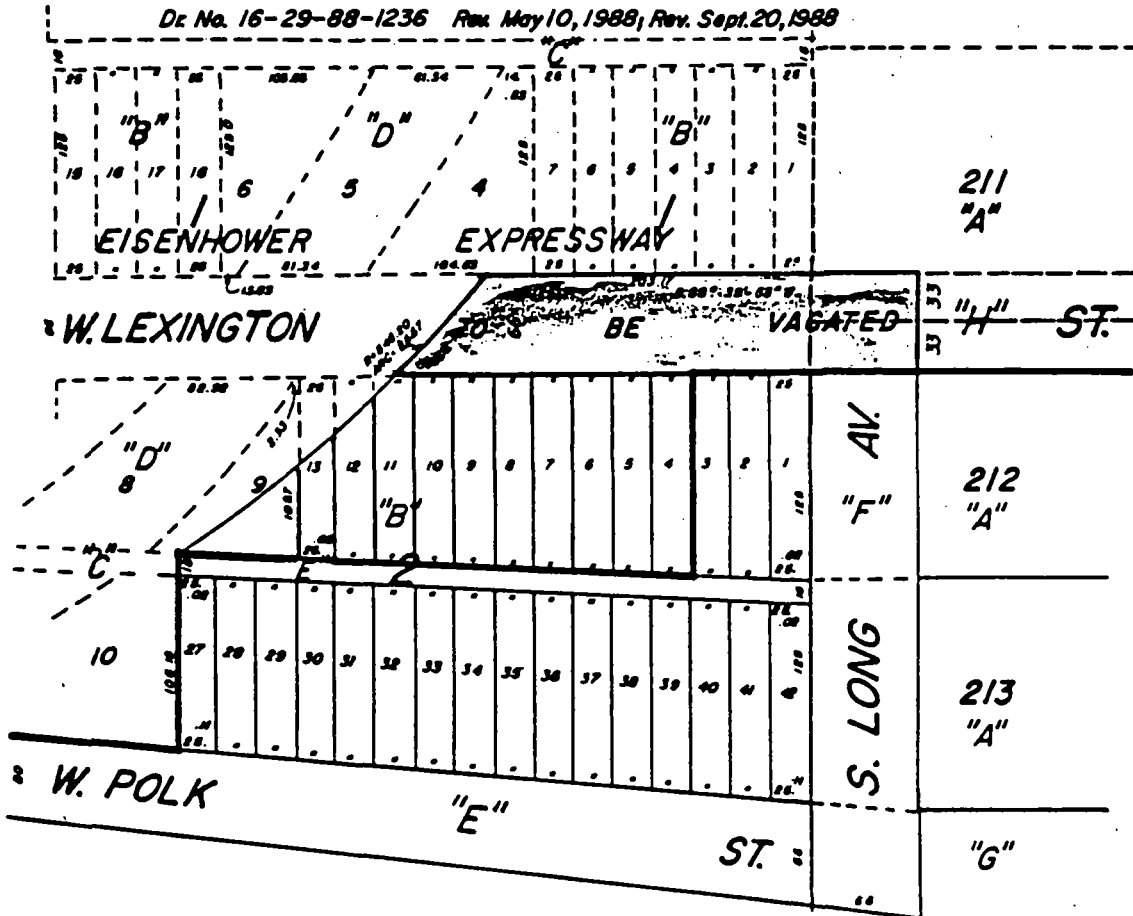
"G"

Vacated by Ordinance Passed Aug. 24, 1959. Doc. 17787877  
Rec. Feb. 23, 1960

"H"

Street Opened by Board of Trustees of the Town of Cicero, Ordinance Passed August 2, 1893. Doc. 1946830  
Rec. October 26, 1893

Dr. No. 16-29-88-1236 Rec. May 10, 1988, Rev. Sept. 20, 1988



(Continued from page 4784)

CHICAGO, September 8, 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 for the DuPage Water Commission, vacating all of South Long Avenue lying between West Lexington Street and West Polk Street together with the remaining 66 feet of West Polk Street south of South Long Avenue.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

SECTION 1. That all of South Long Avenue as dedicated by plat recorded February 23, 1960 as Document Number 17787876 in the Office of the Recorder of Deeds, in Cook County, Illinois and described as follows: the west 66 feet of Lots 212 and 213, except the north 33 feet of Lot 212 and except the south 33 feet of Lot 213, in School Trustees' Subdivision of the North Part of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian:

Also

that part of West Polk Street as opened by the Board of Trustees of the Town of Cicero by ordinance passed August 2, 1893 and recorded October 26, 1893 as Document Number 1946830 in the Office of the Recorder of Deeds, in Cook County, Illinois and described as follows: the west 66 feet of the south 33 feet of Lot 213 and the west 66 feet of the north 33 feet of Lot 214 in School Trustees' Subdivision aforementioned; said public street and part of public street herein vacated being further described as all of North Long Avenue lying between West Lexington Street and West Polk Street together with the remaining 66 feet of West Polk Street south of South Long Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of telephonic and associated services under, over, and along all that part of South Long Avenue and West Polk Street 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 120 days after the passage of this ordinance, the DuPage Water Commission shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on page  
4788 of this Journal.]



VACATION OF PORTION OF WEST MONTANA STREET  
LYING EAST OF NORTH ASHLAND AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 8, 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 on March 9, 1989 (Council Journal page 25683) and of an opinion dated August 29, 1989 for Lake View Trust and Savings Bank, Trustee, Trust Number 5326 vacating the south 8.00 feet of the west 83 feet of West Montana Street between North Ashland Avenue and North Greenview Avenue.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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



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

SECTION 1. That all that part of West Montana Street lying north of the north line of Lot 33; lying south of a line 8.00 feet north of and parallel to the north line of Lot 33; lying west of the northwardly extension of the east line of Lot 33; and lying east of the east line of North Ashland Avenue as widened by order of possession February 9, 1945, Circuit Court General Number B-71144 said part of public street herein vacated being further described as the south 8.00 feet of the west 83.00 feet of that part of West Montana Street lying east of North Ashland Avenue as widened, as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Lake View Trust and Savings Bank, as Trustee, Trust Number 5326 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of Twenty-three Thousand Five Hundred and no/100 Dollars (\$23,500.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of constructing a new sidewalk similar to the sidewalk and curb in West Montana Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Lake View Trust and Savings Bank, as Trustee, Trust Number 5326 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on  
page 4791 of this Journal.]

ORDINANCE ASSOCIATED WITH THIS DRAWING PRINTED ON PAGES 4789 THROUGH 4790.

"A"

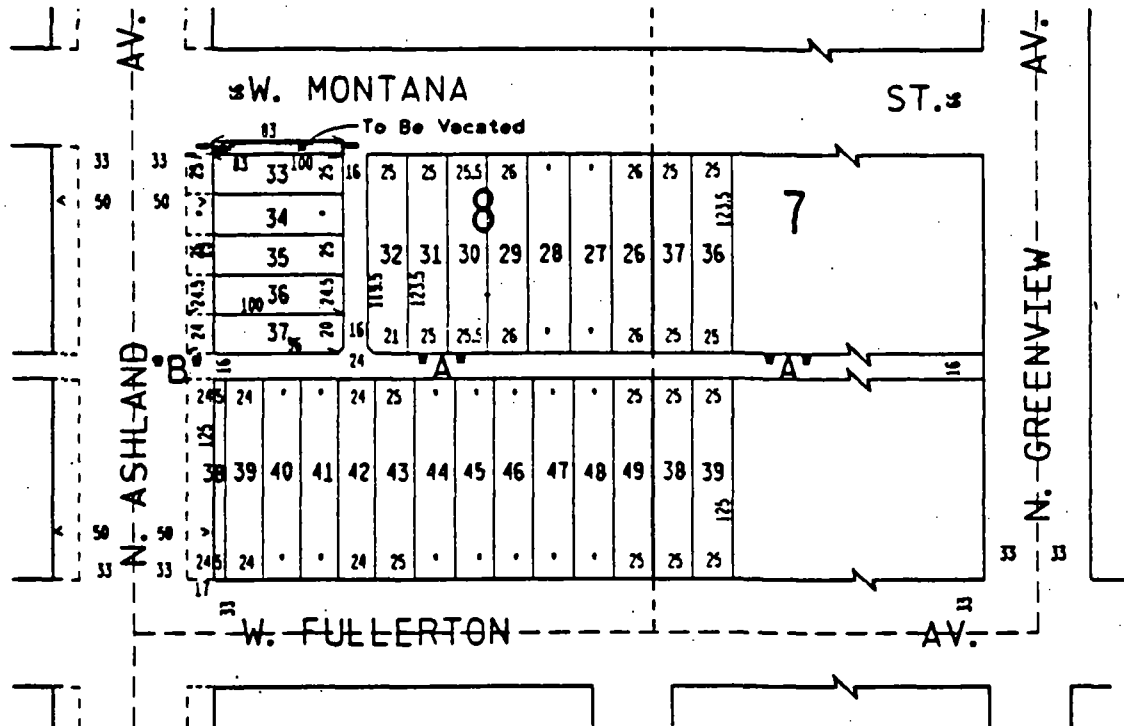
Sub of Lot's 7 and 8 Assessors Division of Block 42 in S.W. 1/4 of S.W. 1/4 Sec. 29 40 14

"B"

Ordinance for Opening and Widening N. Ashland Av. between Irving Park Rd. and W. Lake St. Passed Jan.19, 1921 Order of Possession Feb.9, 1945 Circuit Court Gen. No. B-71144

Dr. No. 29-32-89-1335

NORTH



VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED BY  
WEST BLOOMINGDALE AVENUE, WEST WABANSIA AVENUE,  
NORTH CALIFORNIA AVENUE AND NORTH  
FAIRFIELD AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 8, 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 on September 23, 1987 (Council Journal page 4236) for the Board of Education of the City of Chicago, vacating the east 125.37 feet, more or less, of the first east-west public alley south of West Bloomingdale Avenue in the block bounded by West Bloomingdale Avenue, West Wabansia Avenue, North California Avenue and North Fairfield Avenue, etc.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

SECTION 1. That part of the east-west 16-foot public alley as dedicated by Plat of Louis Subdivision recorded July 21, 1880 as Document No. 281331 in the Office of the Recorder of Deeds in Cook County, Illinois described as follows:

lying north of the north line of Lot 15; lying south of a line 16 feet north of and parallel to the north line of Lot 15; lying east of the northwardly extension of the west line of Lot 15; and lying west of the northwardly extension of the east line of Lot 15 all in Louis Subdivision of the southwest part of Block 6 in Borden's Subdivision of the west half of the southeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian;

said part of public alley herein vacated being further described as the east 125.37 feet, more or less, of the first east-west public alley south of West Bloomingdale Avenue in the block bounded by West Bloomingdale Avenue, West Wabansia Avenue, North California Avenue and North Fairfield Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, 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 3. The vacation herein provided for is made upon the express condition that within 120 days after the passage of this ordinance, the Board of Education of the City of Chicago in trust for use of schools 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 Two Thousand One Hundred and no/100 Dollars (\$2,100.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 120 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in North Fairfield Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 120 days after the passage of this ordinance, the Board of Education of the City of Chicago in trust for use of schools 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 4795 of this Journal.]

---

VACATION OF PUBLIC ALLEY AND PORTION OF PUBLIC  
ALLEY IN BLOCK BOUNDED BY WEST COURT  
PLACE, WEST WASHINGTON STREET, NORTH  
WELLS STREET AND NORTH  
LA SALLE STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 8, 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 on February 1, 1989 (Council Journal page 24767) and of an opinion dated August 31, 1989 for Ahmanson Commercial Development Company vacating all of the north-south 10-foot public alley together with the north eight (8) inches, more or less, of the west 111.12 feet of the east-west 10-foot public alley in the block bounded by West Court Place, West Washington Street, North Wells Street and North LaSalle Street.

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

Respectfully submitted,

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

(Continued on page 4796)

REPORTS OF COMMITTEES

ORDINANCE ASSOCIATED WITH THIS DRAWING PRINTED ON PAGES 4792 THROUGH 4794.

"A"

Healy's Sub. of Lots 9 and 10 in Blk. 6 in Borden's Sub. of W. 1/2 of the S.E. 1/4 of Sec. 36-40-13.

"B"

Resub. of Lots 2 to 9 in Healy's Sub. etc. (See "A").

"C"

Dedication for Public Alley.  
Rec. Aug. 28, 1919.

"D"

Doc. No. 6607741

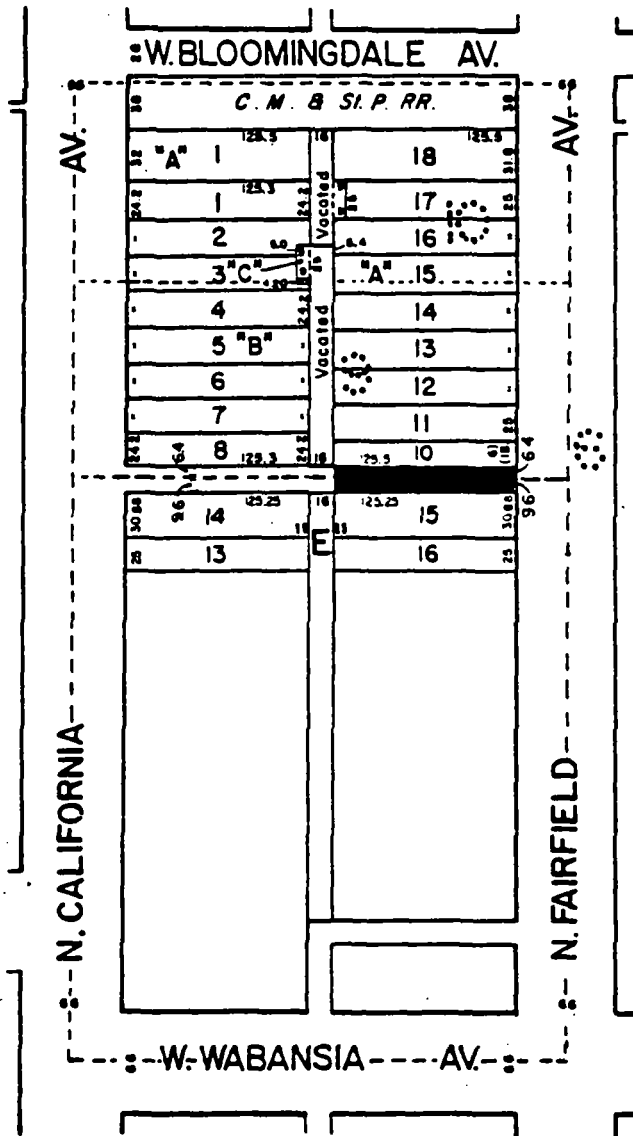
Vacated by Ordinance passed July 21, 1919  
Rec. Aug. 28, 1919. Rev. Jan. 25, 1988

Doc. No. 6607742

"E"

Louis Subdivision of the S.W. part of Block 6 in Borden's Sub. etc. (See "A").

Dr. No. 36-26-87-1176 A



(Continued from page 4794)

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

SECTION 1. That all that part of the north-south 10-foot public alley lying west of the west line of Lot 11 in Assessor's Division of Lots 7, 8 and the east half of Lot 6 in Block 40 in Original Town of Chicago in the southeast quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, platted by Canal Commissioners August 4, 1830; lying east of the east line of Lots 4 and 5 and east of the southwardly extension of the east line of Lot 4 in Isaac Vanderpoll's Subdivision of Lot 5 and the west half of Lot 6 in Block 40 in Original Town of Chicago in the southeast quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, Platted by Canal Commissioners August 4, 1830; lying south of a line drawn from the northwest corner of Lot 11 in Assessor's Division aforementioned to the northeast corner of Lot 5 in Isaac Vanderpoll's Subdivision aforementioned; and lying north of the westwardly extension of the south line of Lot 11 in Assessor's Division aforementioned;

Also

that part of the east-west 10-foot public alley lying south of the south line of Lot 4 in Isaac Vanderpoll's Subdivision aforementioned; lying north of the westwardly extension of the south line of Lot 11 in Assessor's Division aforementioned; lying east of the southwardly extension of the west line of Lot 4 in Isaac Vanderpoll's Subdivision aforementioned; and

lying west of the southwardly extension of the east line of Lot 4 in Isaac Vanderpoll's Subdivision aforementioned; said public alley and part of public alley herein vacated being further described as all of the north-south 10-foot public alley together with the north eight (8) inches, more or less, of the west 111.12 feet of the east-west 10-foot public alley in the block bounded by West Court Place, West Washington Street, North Wells Street and North LaSalle Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, Ahmanson Commercial Development Company shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley and part of public alley hereby vacated, the sum of Six Hundred Ninety Thousand and no/100 Dollars (\$690,000.00), which sum in the judgment of this body will be equal to such benefits. Also, consideration in the amount of Seventy-nine Thousand Five Hundred and no/100 Dollars (\$79,500.00), shall be paid for the granting of an air rights easement in the form attached hereto as Exhibit A.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Ahmanson Commercial Development Company shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 4. The Commissioner of the Department of General Services is hereby authorized to execute an easement agreement substantially in the form attached hereto as Exhibit A, subject to the approval of the Corporation Counsel as to form and legality. Said agreement grants Ahmanson Commercial Development Company an easement approximately 295.2 square feet of air space over North LaSalle Street between West Washington Street and West Court Place.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on  
page 4804 of this Journal.]

Exhibit "A" (Grant of Easement for Air Rights) attached to this ordinance reads as follows:



*Exhibit "A".*

*Grant Of Easement For Air Rights.*

This agreement ("Agreement") is made on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 1989, by and between the City of Chicago, an Illinois municipal corporation ("Grantor"), and Ahmanson Commercial Development Company, a California corporation ("Grantee").

*Recitals.*

Whereas, Grantor is the owner in fee simple of that certain parcel of real estate located in the City of Chicago, County of Cook, State of Illinois ("Premises") which is more particularly described as follows:

that portion of space within that part of Lots 1 and 2, lying east of the west line of North LaSalle Street as occupied, in the Assessors's Subdivision of Lots 7 and 8 and the east half of Lot 6 in Block 40 of the original town of Chicago, in the southeast quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

commencing at the point of intersection of the north line of said Lot 1 with the west line of North LaSalle Street as occupied; thence south 0 degrees 02 minutes 15 seconds west, along said west line, 9.91 feet to the point of beginning of the following described tract; thence continuing south 0 degrees 02 minutes 15 seconds west, along said west line, 50.48 feet; thence south 88 degrees 55 minutes 03 seconds east, along a line parallel with said north line, 8.71 feet to a point on a curve; thence northerly 51.63 feet along the arc of a circle of radius 151.10 feet convex easterly and whose chord bears north 9 degrees 43 minutes 09 seconds west, 51.38 feet to the hereinabove designated point of beginning, in Cook County, Illinois

; and

Whereas, Grantee is the owner in fee simple of that certain parcel of real estate located in the City of Chicago, County of Cook, State of Illinois ("Grantee's Parcel") which is more particularly described as follows:

**Parcel 1:**

Lots 1, 2 and 11 in the Assessor's Subdivision of Lots 7 and 8 and the east half of Lot 6 in Block 40 of original town of Chicago, in the southeast quarter of Section 9,

Township 39 North, Range 14 East of the Third Principal Meridian (except that portion of said Lots 1 and 2 taken by the City of Chicago for widening of North LaSalle Street) in Cook County, Illinois.

Parcel 2:

Lot 3 in the Assessor's Subdivision of Lots 7 and 8 and the east half of Lot 6 in Block 40 in the original town of Chicago aforesaid (except that portion taken by the City of Chicago for the widening of LaSalle Street) in the southeast quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

; and

Whereas, Grantee desires to use certain air space over and above Premises in connection with the construction, operation and maintenance of an office building built on Grantee's Parcel which air space boundaries are more fully described upon (Sub) Exhibit "A" attached hereto and made a part hereof; and

Whereas, Grantor and Grantee desire to limit the use and occupancy of said air space over and above said Premises to a portion of the proposed office building tower ("Structure") which Grantee intends to construct on its parcel and which is generally depicted upon (Sub) Exhibit A attached hereto and made a part hereof;

Now, Therefore, For and in consideration of the Premises and the covenants, conditions, and agreements hereinafter contained, the parties hereby agree as follows:

1. The foregoing recitals are hereby incorporated by reference as though fully set forth herein as agreements of the parties.
2. Grantor does hereby grant to Grantee an exclusive easement appurtenant ("Easement") in certain air rights above the Premises, for the benefit of Grantee's Parcel and use by Grantee for the construction, operation and maintenance of a portion of the Structure within the area over and above the Premises, all within the air space boundaries particularly described on Exhibit A. Grantor also grants to Grantee reasonable rights of ingress and egress upon the Premises as are necessary for the construction, maintenance, repair or replacement of the Structure. This easement shall be permanent unless terminated as provided herein.
3. Grantee shall pay to Grantor the sum of \_\_\_\_\_ as consideration for the rights it shall possess pursuant to the terms of the Agreement.
4. The term of the Agreement commences with the execution date of the Agreement and expires in accordance with the provisions contained in paragraphs 10 and 11 below.
5. Subject to the rights of Grantee pursuant to the terms of the Agreement, Grantor shall continue to have the full use and enjoyment of the Premises.

6. Grantee shall be solely responsible for the use and enjoyment of the Easement and hold Grantor harmless from any and all costs, attorneys' fees and claims of damage to person, property or premises resulting from the use, occupancy and possession of the air rights over the Premises by Grantee or the rights of ingress and egress over the premises as provided in paragraph 2.

7. Grantee shall provide Grantor with a certificate of insurance evidencing Grantor as an additional insured on Grantee's comprehensive liability insurance policies prior to the commencement of construction of the Structure by Grantee. Furthermore, Grantee shall maintain said certificate in full force and effect, and provide evidence when requested, for the duration of the Easement.

8. Grantee shall maintain the Structure in good repair and in safe condition; furthermore, Grantee shall also comply with all other laws, ordinances and regulations pertaining to the location, use and occupancy of the Structure.

9. In the event the Premises are subjected to real estate taxation as a consequence of the terms of the Agreement, Grantee, upon receipt of Grantor's written notice and demand, shall promptly pay said tax and provide Grantor with evidence of same. Grantee may however contest any such tax and Grantor shall cooperate with Grantee in any such contest of taxes.

10. In the event of the substantial destruction of the Structure, Grantee shall serve Grantor with written notice of Grantee's election whether or not to rebuild the Structure and of its need to use the air space which is the subject of the Easement. If Grantee elects not to rebuild the Structure, or if Grantee does not so elect within one hundred and eighty (180) days, or if Grantee does not commence to so rebuild within 24 months, the Easement and any rights that Grantee shall possess by virtue of the Agreement shall terminate upon the recordation of an appropriate instrument by Grantor.

11. In the event of Grantee's noncompliance with any of the specific conditions and restrictions contained in the Agreement, Grantee, upon receipt of Grantor's written notice and demand for compliance, shall provide Grantor with evidence of Grantee's compliance within ninety (90) days of said receipt. In the event Grantee fails to submit such evidence of compliance to Grantor within the time allowed, the Easement shall cease and terminate without further notice.

12. Any rights derived by Grantee pursuant to the Agreement shall be solely for Grantee, its successors and assigns.

13. 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.

14. All notices pursuant to the Agreement shall be by certified mail, return receipt requested, addressed to the following:

If To Grantor: Commissioner  
Department of General Services  
320 North Clark Street, Room 505  
Chicago, Illinois 60610

If To Grantee: Ahmanson Commercial Development  
Company  
11111 Santa Monica Boulevard  
Suite 2127  
Los Angeles, California 90025

With A Copy To: Home Savings of America, F.A.  
4900 Rivergrade Road  
Irwindale, California 91706  
Attention: Legal Department

15. The terms of the Agreement shall be construed in accordance with the laws of the State of Illinois.

In Witness Whereof, The parties hereto have duly executed the Agreement as of the date above written.

[Signature forms omitted for printing purposes.]

[(Sub)Exhibit "A" to this Exhibit "A" (Grant of Easement for Air Rights) printed on pages 4802 through 4803 of this Journal.]

---

VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED  
BY WEST HUBBARD STREET, WEST KINZIE STREET, NORTH  
CARPENTER STREET AND NORTH MORGAN STREET.

The Committee on Streets and Alleys submitted the following report:

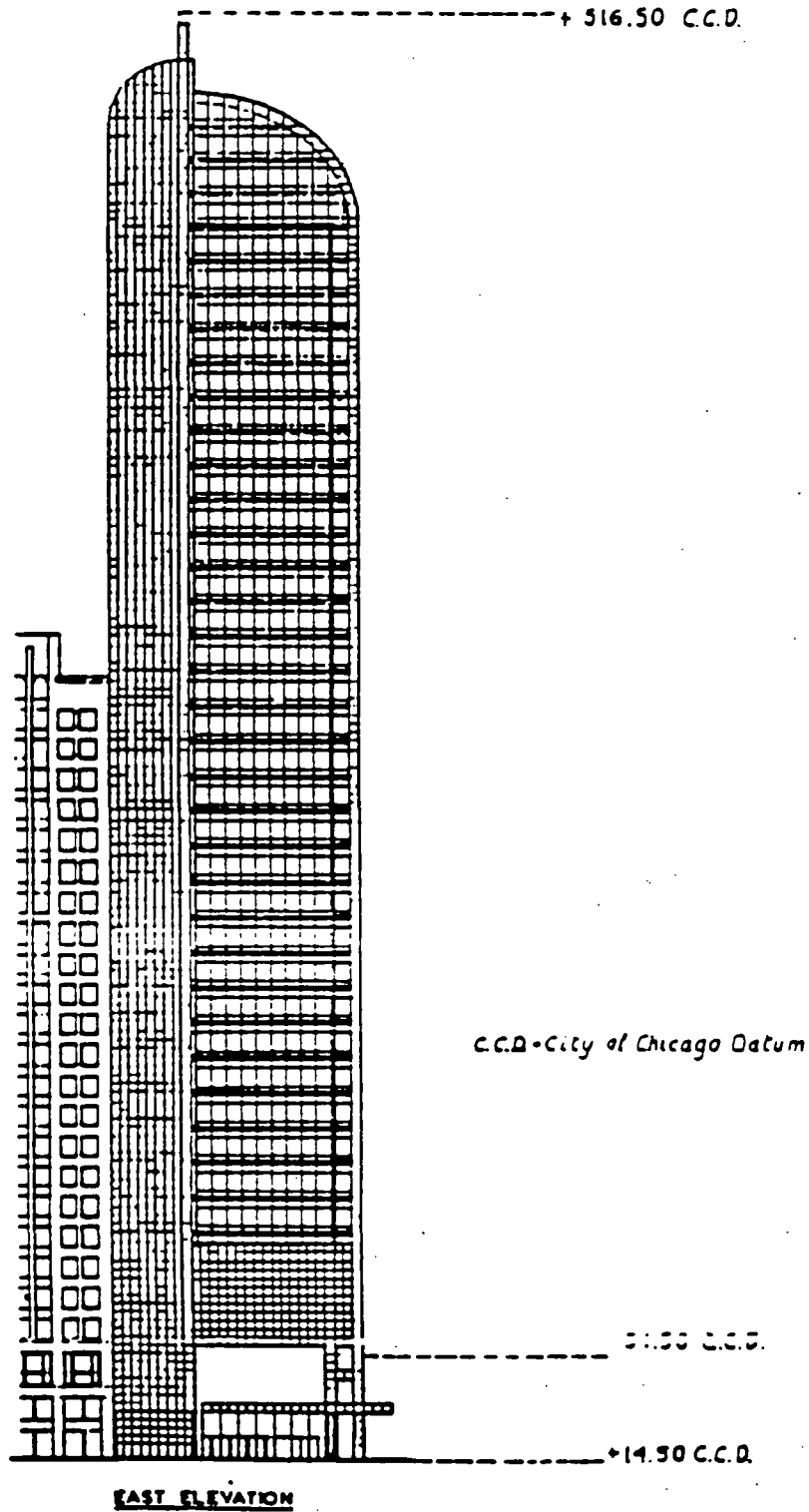
CHICAGO, September 8, 1989.

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

(Continued on page 4805)



(Sub)Exhibit "A".  
(page 2 of 2)



Revised Sept. 1, 1989  
 N-114643 Office Aug. 22 - 89  
 Survey No. N-114396 Exhibit Date: June 22 - 89

**NATIONAL SURVEY SERVICE, INC.**  
 ENGINEERS AND LAND SURVEYORS  
 128 W. GRAND AVE. 312-666-3666 CHICAGO, ILL. 60610



(Continued from page 4801)

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 on October 26, 1988 (Council Journal page 19040) and of an opinion dated May 16, 1989 for LaSalle National Bank, as Trustee, under Trust Number 111789, vacating the south 80 feet of the north-south 18-foot public alley in the block bounded by West Hubbard Street, West Kinzie Street, North Carpenter Street and North Morgan Street.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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



SECTION 1. That all that part of the north-south 18-foot public alley lying west of the west line of Lots 4 and 5; lying east of the east line of Lots 12 and 13; lying north of a line drawn from the southwest corner of Lot 5 to the southeast corner of Lot 12; and lying south of a line drawn from the northwest corner of Lot 4 to the northeast corner of Lot 13 all in Block 5 in Ogden's Addition to Chicago (part of the northeast quarter) of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian; said part of public alley herein vacated being further described as the south 80 feet of the north-south 18-foot public alley in the block bounded by West Hubbard Street, West Kinzie Street, North Carpenter Street and North Morgan Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust No. 111789, 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 Nine Thousand Five Hundred Ten and no/100 Dollars (\$9,510.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust No. 111789, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on page 4807 of this Journal.]

---

VACATION OF PUBLIC ALLEY AND PORTION OF PUBLIC ALLEY  
IN BLOCK BOUNDED BY WEST HURON STREET, NORTH  
MILWAUKEE AVENUE, NORTH MORGAN STREET  
AND NORTH SANGAMON STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 8, 1989.

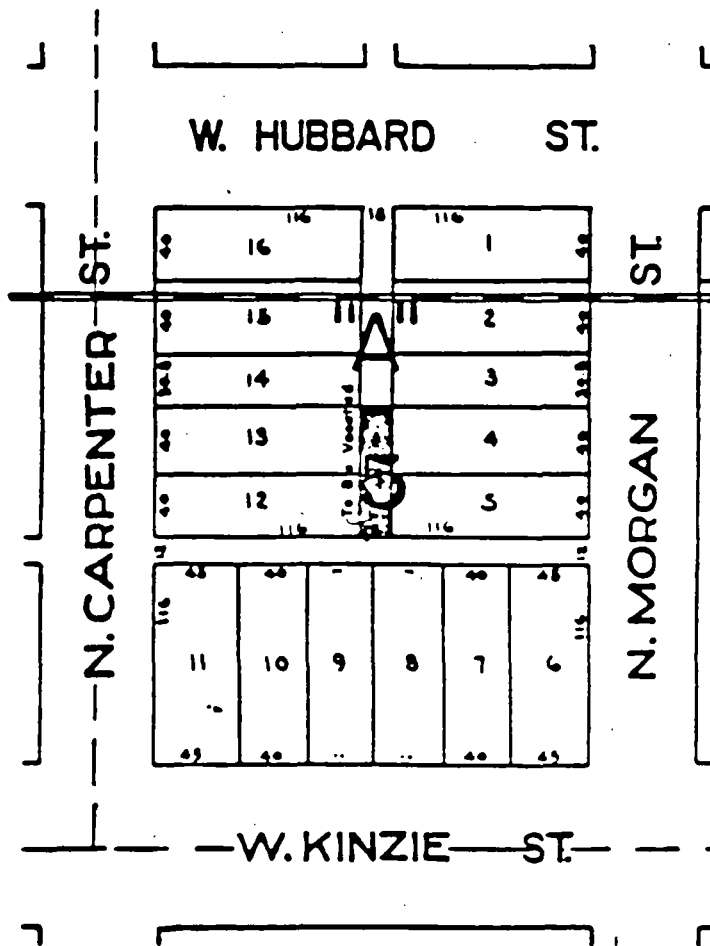
*To the President and Members of the City Council:*

(Continued on page 4808)

ORDINANCE ASSOCIATED WITH THIS DRAWING PRINTED  
ON PAGES 4801 THROUGH 4806.

"A"

Ogden's Add. to Chicago (Part of  
N.E. 1/4 Sec. 8-39-14)



Dr. No. 8-1-88-1290

(Continued from page 4806)

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 on January 1, 1989 (Council Journal page 24033) and of an opinion dated August 1, 1989, for American National Bank and Trust Company of Chicago, as Trustee, under Trust Number 58181, Trust Number 63288 and Trust Number 107383-00, vacating all of the first north-south 14-foot public alley located at the south terminus of said north-south 14-foot public alley all in the block bounded by West Huron Street, North Milwaukee Avenue, North Morgan Street and North Sangamon Street.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

SECTION 1. That all that part of the north-south 14-foot public alley and the northwesterly-southeasterly public alley lying southwesterly of the southwesterly line of Lot 27; lying east and south of the east and south lines of Lot 28; lying west of the west line of Lots 29 to 35, both inclusive; lying south of a line drawn from the northeast corner of Lot

28 to the northwest corner of Lot 29; and lying northeasterly of line drawn from southwest corner of Lot 35 to the intersection of the southwesterly line of Lot 27 and the west line of the east eleven (11) feet of Lot 27 all in Block 1 in Ridgely's Addition to Chicago being a subdivision of Blocks 5, 9, 10, 11, 12, 14, 15 and 16 of Assessor's Division in the northeast corner of the northeast quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian; said public alley and part of public alley herein vacated being further described as all of the first north-south 14-foot public alley west of North Sangamon Street, together with a triangular portion of the northwesterly-southeasterly public alley located at the south terminus of said north-south 14-foot public alley all in the block bounded by West Huron Street, North Milwaukee Avenue, North Morgan Street and North Sangamon Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacation.

**SECTION 2.** The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along all of the public alley and part of public alley as herein vacated, with the right of ingress and egress.

**SECTION 3.** The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the American National Bank and Trust Company of Chicago, as Trustee, Trust Number 58181, Trust Number 63288 and Trust Number 107383-00 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley and part of public alley hereby vacated, the sum of Twenty-six Thousand Three Hundred Eighty and no/100 Dollars (\$26,380.00), 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 the public alley hereby vacated, similar to the sidewalk and curb in West Huron Street and to provide a barricade along the south side of that part of the northwesterly-southeasterly public 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 vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the American National Bank and Trust Company of Chicago, as Trustee, Trust Number 58181, Trust Number 63288 and Trust Number 107383-40 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 4811 of this Journal.]

---

VACATION OF PUBLIC ALLEY IN BLOCK BOUNDED BY  
WEST HUBBARD STREET, WEST KINZIE STREET,  
NORTH ELIZABETH STREET AND  
NORTH RACINE STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 8, 1989.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith of an order passed by the City Council October 14, 1988 (Council Journal, page 185-48) and of an opinion dated August 29, 1989 for American National Bank, Trustee, Trust Number 105255-09, vacating the east-west 15-foot public alley, running east from North Elizabeth Street 100 feet, in the block bounded by West Hubbard Street, West Kinzie Street, North Elizabeth Street and North Racine Street.

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

Respectfully submitted,

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

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

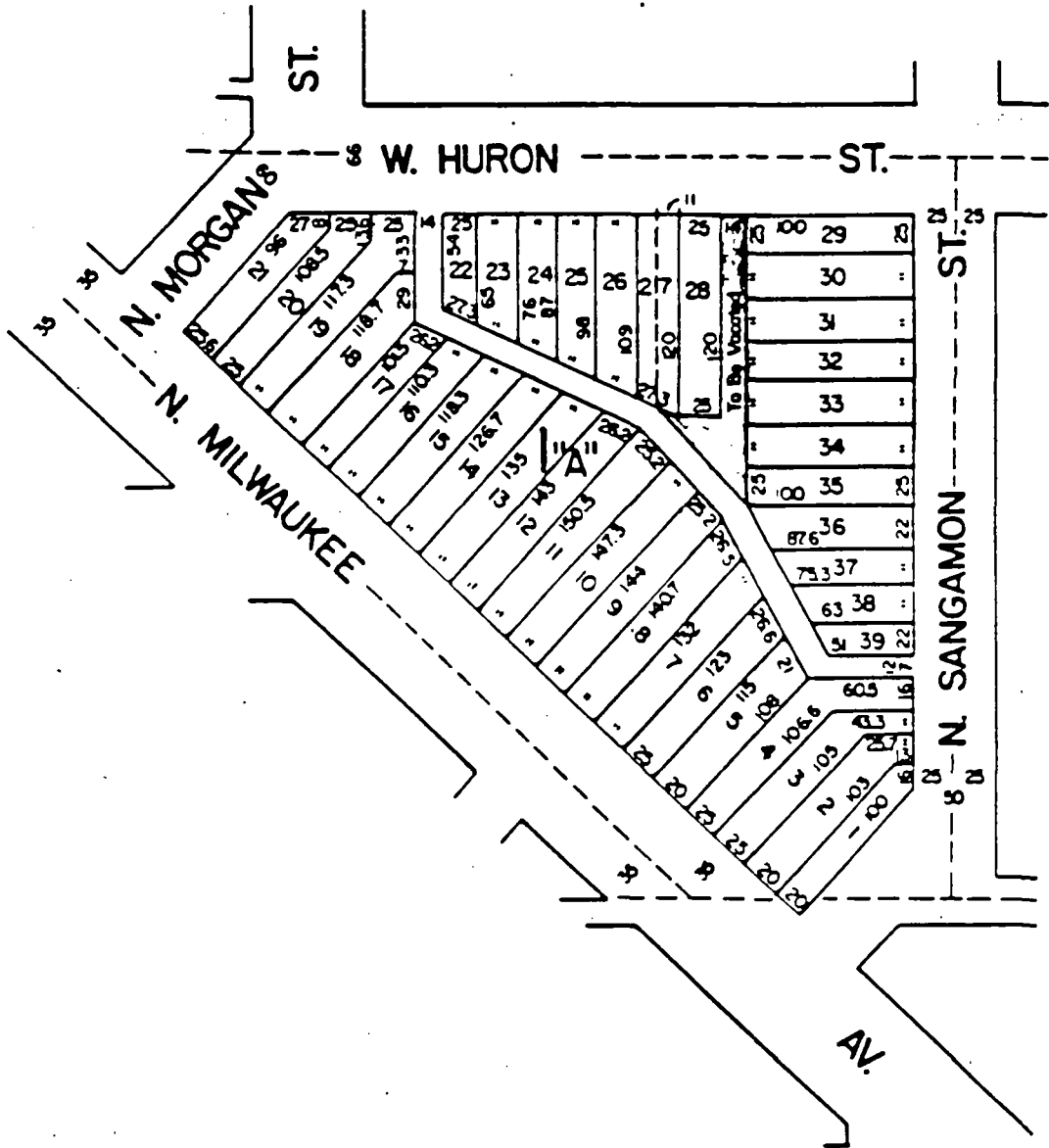
(Continued on page 4812)

ORDINANCE ASSOCIATED WITH THIS DRAWING PRINTED ON PAGES 4806 THROUGH 4810.

"A"

Ridgely's Add. to Chicago being a Sub. of Blks 5,9,10,11,12,14,15 & 16 of Assessor's Div. in N.E. corner of N.E. 1/4 Sec. 8-39-14

Dr.No. 8-32-89-1312



(Continued from page 4810)

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.*

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huelş, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

SECTION 1. That all that part of the east-west 15-foot public alley lying north of the north line of Lot 27; lying south of the south line of Lots 34 to 37, both inclusive; lying east of a line drawn from the northwest corner of Lot 27 to the southwest corner of Lot 37; and lying west of a line drawn from the northeast corner of Lot 27 to the southeast corner of Lot 34 all in Block 1 in (D. M. Hambleton's) Subdivision of Lot E of Circuit Court Partition of the northwest quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, and subdivision of Block 1 of same; said public alley herein vacated being further described as all of the east-west 15-foot public alley running east from North Elizabeth Street a distance of 100 feet in the block bounded by West Hubbard Street, West Kinzie Street, North Elizabeth Street and North Racine Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy under, over, and along all of the public alley as herein vacated with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the American National Bank and Trust Company, as Trustee, Trust Number 105255-09 and the Chicago and Northwestern Transportation Company shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley hereby vacated, the sum of Thirteen Thousand Nine Hundred Eighty-five and no/100 Dollars (\$13,985.00), 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 the public alley hereby vacated, similar to the sidewalk and curb in North Elizabeth Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the American National Bank and Trust Company, as Trustee, Trust Number 105255-09 and the Chicago and Northwestern Transportation Company shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on page  
4814 of this Journal.]

---

VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK  
BOUNDED BY WEST IRVING PARK ROAD, WEST  
FOREST PRESERVE AVENUE AND NORTH  
OKETO AVENUE.

The Committee on Streets and Alleys submitted the following report:

(Continued on page 4815)



ORDINANCE ASSOCIATED WITH THIS DRAWING PRINTED ON PAGES 4810 THROUGH 4813.

"A"

(D.M.Hambleton's) Sub. of Lot E of Circuit Court partition of N.W. 1/4 Sec. 8-39-14, and Sub. of Blk. 1 of the same.

"B"

Vacated by Ordinance Passed Dec. 14, 1908.

Rec. Dec. 30, 1908

Doc. \* 4207922

"C"

Dedicated for Public Alleys.

Rec. Dec. 30, 1908

Doc. \* 4307923

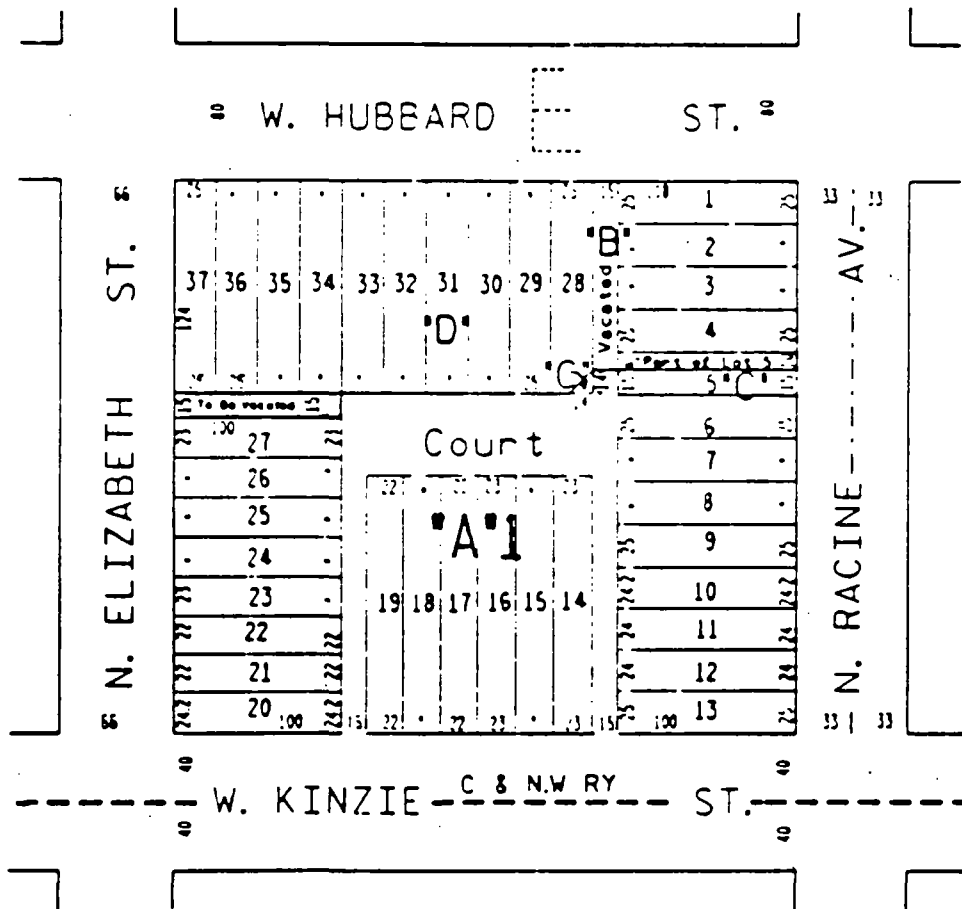
"D"

Right of Way of West approach of the Chicago & Northwestern Ry. terminal.

Rec. Jan. 7, 1911

Doc. \* 4698503

Dr. No. 8-1-88-1283



(Continued from page 4813)

CHICAGO, September 8, 1989.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith of an order passed by the City Council October 15, 1987 (Council Journal page 5349) and of an opinion dated March 27, 1989, vacating the east 137.88 feet (as measured on the south line thereof) of the east-west 16-foot public alley in the block bounded by West Irving Park Road, West Forest Preserve Avenue and North Oketo Avenue, for Parkway Bank and Trust Company, Trustee, Trust Number 8283.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

SECTION 1. That all that part of the east-west 16-foot public alley lying south of the south line of Lots 1 to 8, both inclusive; lying north of the north line of Lot 18; lying westerly of a line drawn from the southwest corner of Lot 1 to the northeast corner of Lot 18; and lying east of a line drawn perpendicular to the south line of Lot 8 from a point on the north line of Lot 18 which is 21.13 feet east of the northwest corner of Lot 18, as measured on the north line of Lot 18, all in Block 1 in Volk Brother's Irving Park Boulevard Subdivision being a subdivision in the northeast fractional quarter of Section 24, Township 40 North, Range 12 East of the Third Principal Meridian, lying north of the Indian Boundary Line; said part of public alley herein vacated being further described as the east 137.88 feet (as measured on the south line thereof) of the east-west 16-foot public alley in the block bounded by West Irving Park Road, West Forest Preserve Avenue and

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

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Parkway Bank and Trust Company, as Trustee, Trust Number 8283, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Twenty Thousand and no/100 Dollars (\$20,000.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in West Forest Preserve Drive. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Parkway Bank and Trust Company, as Trustee, Trust Number 8283, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on  
page 4817 of this Journal.]

---

VACATION OF PUBLIC ALLEY AND GRANT OF TEMPORARY  
EASEMENT IN BLOCK BOUNDED BY WEST 108TH  
STREET, WEST 109TH STREET, SOUTH  
ARTESIAN AVENUE AND SOUTH  
WESTERN AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 8, 1989.

(Continued on page 4818)

ORDINANCE ASSOCIATED WITH THIS DRAWING PRINTED ON PAGES 4813 THROUGH 4816.

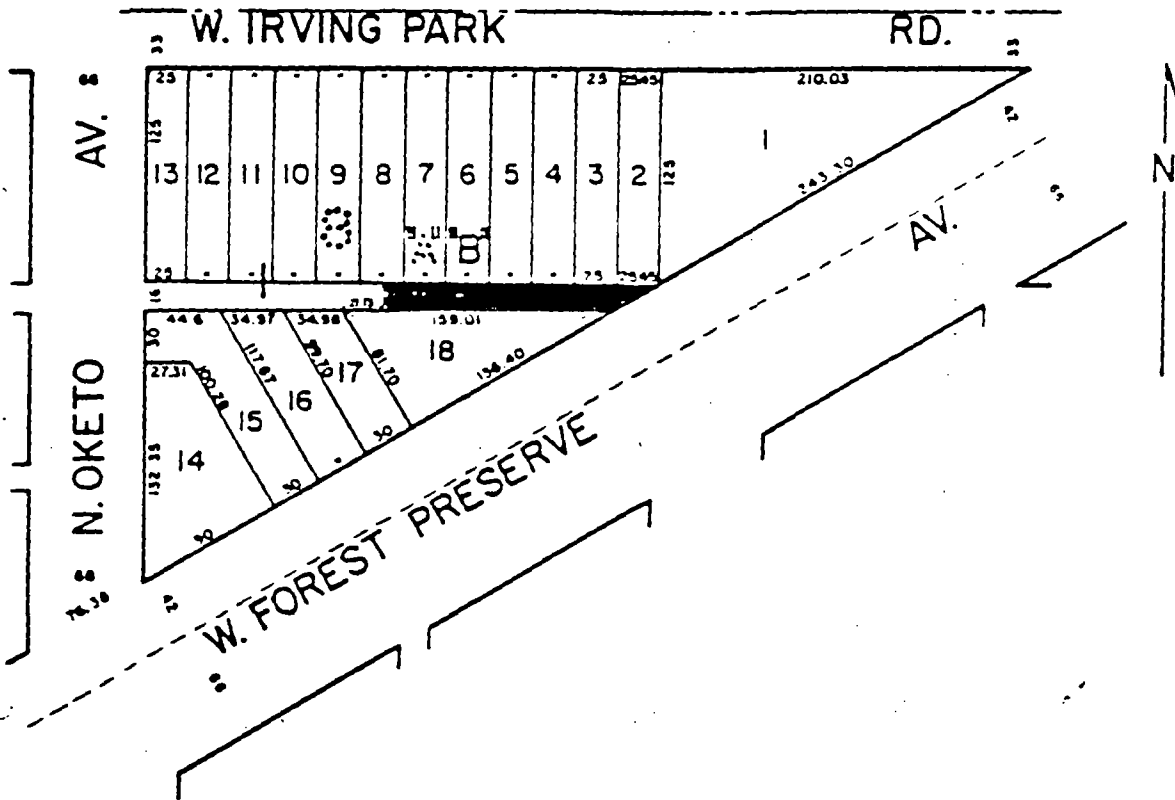
"A"

Assessor's Subdivision of the E.1/2 Sec.24-40-12.

"B"

Volk Brothers' Irving Park Blvd. Subdivision, being a sub. in the N.E. Fracl 1/4 of Sec. 24-40-12, lying North of the Indian Boundary Line.

Dr. No. 24-38-87-1187



*(Continued from page 4816)*

*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 April 4, 1989 (Council Journal page 18571) and of an opinion dated August 4, 1989, for LaSalle National Bank, Trustee, Trust Number 10-26325-9, vacating the east 90 feet of the east-west 15-foot public alley and providing an easement for turnaround purposes at the west terminus of that part of the east-west alley to be vacated in the block bounded by West 108th Street, West 109th Street, South Artesian Avenue and South Western Avenue.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuiter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

SECTION 1. All of the east-west 15-foot public alley, as dedicated by plat recorded in the Office of Recorder of Deeds in Cook County, Illinois, October 30, 1907 as Document Number 4118637, in the block bounded by West 108th Street, West 109th Street, South Artesian Avenue and South Western Avenue and indicated by the words "To Be Vacated"

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

SECTION 2. The LaSalle National Bank, as Trustee, Trust Number 10-26325-9 shall grant to the City of Chicago a temporary easement for use as a public alley for turnaround purposes the following described property:

the west 35 feet of the alley herein vacated, together with the west 35.00 feet of Lot 9 in Block 5 in Premier Addition to Morgan Park, being a subdivision of the northeast quarter of the southeast quarter (except the northwest 2.5 acres thereof) of Section 13, Township 37 North, Range 13 East of the Third Principal Meridian;

as colored in yellow and indicated by the words "Temporary Easement" on the aforementioned drawing. Said temporary easement to terminate upon re-dedication of all of the vacated north-south 16-foot alley lying between Lots 1 to 6, both inclusive, and Lots 43 to 48, both inclusive, in Block 5 in Premier Addition to Morgan Park aforementioned.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy under, over, and along 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, the LaSalle National Bank, as Trustee, Trust Number 10-26325-09 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Sixteen Thousand One Hundred Fifty and no/100 Dollars (\$16,150.00), 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 public alley hereby vacated, similar to the sidewalk and curb in South Western Avenue and constructing paving in the easement area. 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 LaSalle National Bank, as Trustee, Trust Number 10-26352-09 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 a grant of easement and an attached drawing approved by the Superintendent of Maps.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on  
page 4821 of this Journal.]

---

AMENDMENT OF ORDINANCE WHICH VACATED PORTION  
OF WEST 38TH PLACE LYING EAST OF  
SOUTH NORMAL AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 8, 1989.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed amending ordinance transmitted herewith for Chicago Title and Trust Company, Trust Numbers 34351 and 1083272, passed by the City Council of the City of Chicago on July 19, 1989 (Council Journal page 3764) vacating the west 475.5 feet of that part of West 38th Place lying east of South Normal Avenue, is hereby amended by specifying in Section 3 of said ordinance the sum of \$73,500.00 as the compensation to be paid to the City.

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:

(Continued on page 4822)

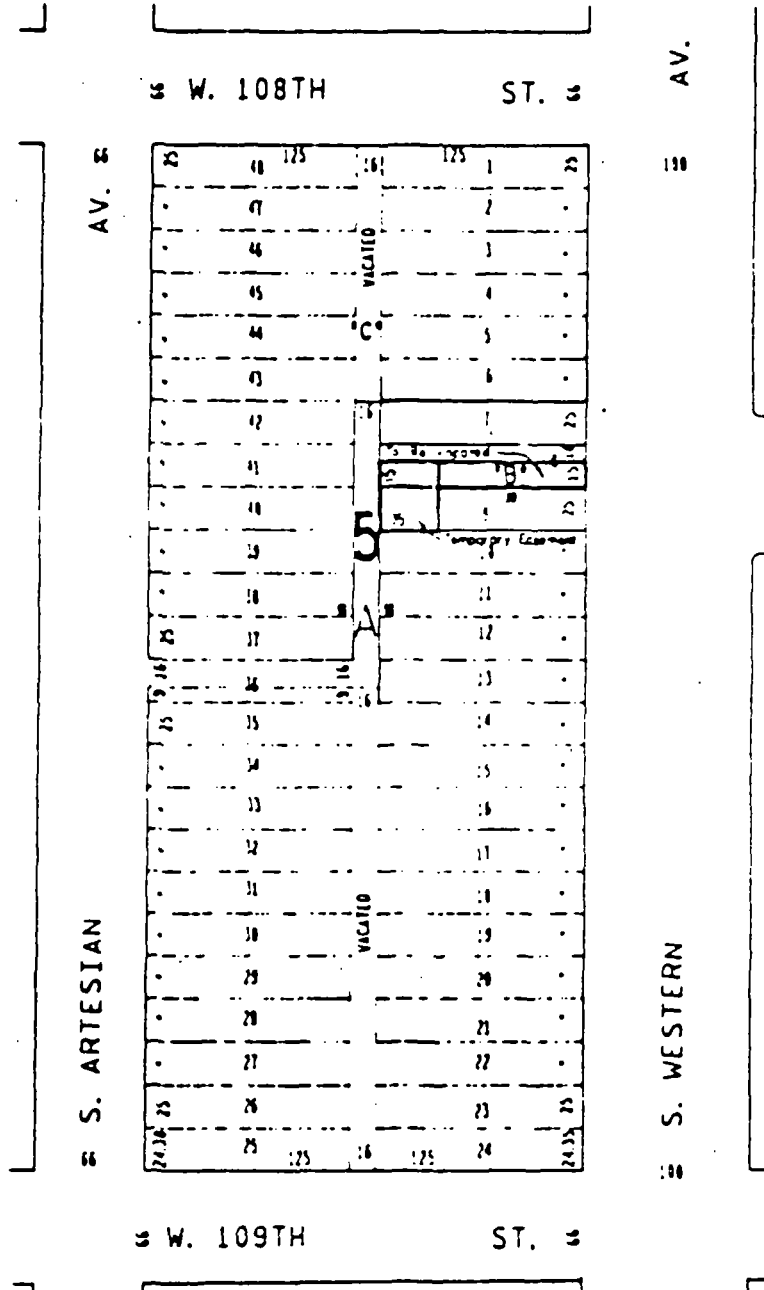
ORDINANCE ASSOCIATED WITH THIS DRAWING PRINTED ON PAGES 4816 THROUGH 4820.

"A"  
Premier Addn. to Morgan Park, being a Sub of the NE 1/4 of SE 1/4 (exc. N<sup>o</sup> 2 1/2 Acs. thereof) of Sec. 13-37-13

"B"  
Dedication of the S 15 ft. of lot 8 Blk. 5 in Premier Addn. (See "A") for public alley  
Rec. Oct.30,1909 Doc. No. 4118638

"C"  
Vacated by Ordinance Passed by the President and Board of Trustees of the Village of Morgan Park  
Rec. Dec.7,1905 Doc. No. 3793650

DR. NO. 13-19-88-1279 / rev. 5/31/89





(Continued from page 4820)

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That an ordinance for Chicago Title and Trust Company, Trust Numbers 34351 and 1083272, passed by the City Council, July 19, 1989 (Council Journal page 3764) vacating the west 475.5 feet of that part of West 38th Place lying east of South Normal Avenue, is hereby amended by specifying in Section 3 of said ordinance the sum of \$73,500.00 as the compensation to be paid to the City.

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

---

CLOSE TO TRAFFIC PORTION OF WEST EASTWOOD AVENUE  
BETWEEN NORTH FRANCISCO AVENUE AND  
NORTH MANOR AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 3, 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 on March 8, 1989 (Council Journal page 25690) and of an opinion dated July 26, 1989, for the Chicago Park District, closing to vehicular traffic that part of West Eastwood Avenue lying between the east line of North Francisco Avenue and the west line of North Manor Avenue.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Chicago Park District, the Horner Park Advisory Council and the Ravenswood Manor Improvement Association in connection with the Ravenswood Manor Park Development Project desires to close to vehicular traffic all that part of West Eastwood Avenue lying between North Francisco Avenue and North Manor Avenue; and

WHEREAS, The street to be closed will be landscaped, developed and improved in accordance with the Chicago Park District "Ravenswood Manor Park Master Plan"; and

WHEREAS, The Chicago Park District is the owner of all of the property adjoining that part of West Eastwood Avenue to be closed; now, therefore,

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

SECTION 1. That all that part of West Eastwood Avenue lying between the east line of North Francisco Avenue and the west line of North Manor Avenue as colored in blue and indicated by the words "To Be Closed" on the drawing hereto attached, which drawing for greater certainty is hereby made a part of this ordinance, be and the same is hereby closed to vehicular traffic, except for police, fire and other emergency vehicles.

SECTION 2. No buildings or structures shall be constructed on that part of West Eastwood Avenue as closed, or other use made of said area that would interfere with the maintenance of existing utilities.

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

[Drawing attached to this ordinance printed on  
page 4825 of this Journal.]

---

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF  
THE LEO BURNETT RESUBDIVISION IN BLOCK BOUNDED  
BY WEST WACKER DRIVE, WEST LAKE STREET,  
NORTH DEARBORN STREET AND NORTH  
STATE STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 8, 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 July 19, 1989) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions is hereby authorized and directed to approve a plat of The Leo Burnett Resubdivision, being all of the block bounded by West Wacker Drive, West Lake Street, North Dearborn Street and North State Street for Harris Trust and Savings Bank, Trustee, Trust Number 43770.

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:

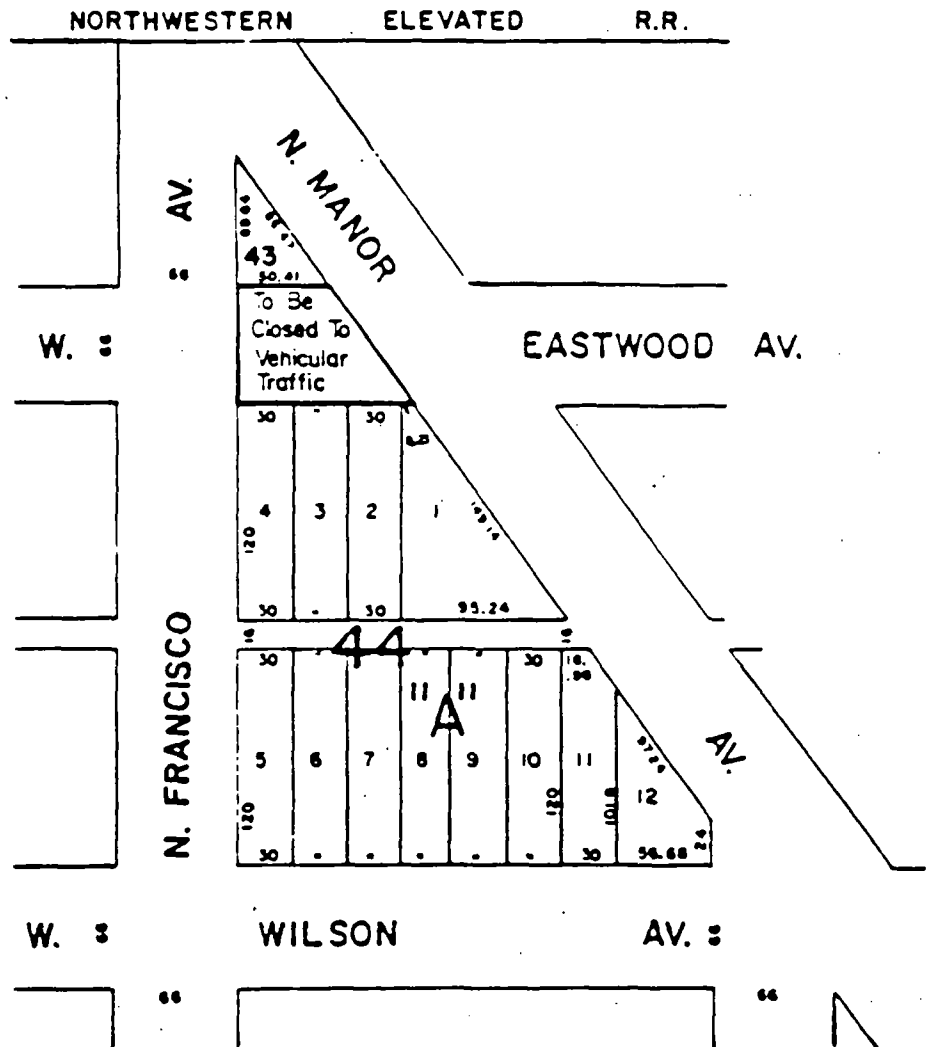
(Continued on page 4826)

ORDINANCE ASSOCIATED WITH THIS DRAWING PRINTED ON PAGES 4822 THROUGH 4824.

"A"

Ravenswood Manor being a Sub. of part of N. 1/2 of Sec. 13-40-13

DR. No. 13-40-89-1329 rev. 7/3/89



(Continued from page 4824)

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is authorized and directed to approve a plat of The Leo Burnett Resubdivision being all of the block bounded by West Wacker Drive, West Lake Street, North Dearborn Street and North State Street for Harris Trust and Savings Bank, as Trustee, Trust Number 43770, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 9-1-89-1376).

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

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

---

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT  
OF ST. LAWRENCE PLACE RESUBDIVISION ON  
PORTIONS OF WEST 14TH STREET AND  
SOUTH PLYMOUTH COURT.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 8, 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 July 19, 1989) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of St. Lawrence Place Resubdivision located on the south side of West 14th Street with a frontage of 360.65 feet along South Federal Street and 361.11 feet along South Plymouth Court for Bank of Ravenswood, as Trustee, under Trust Number 25-10121.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of St. Lawrence Place Resubdivision located on the south side of West 14th Street with a frontage of 360.65 feet along South Federal Street and 361.11 feet along South Plymouth Court, as shown on the attached plat, for Bank of Ravenswood, as Trustee, Trust Number 25-10121 when the necessary certificates are shown on said plat (No. 21-1-89-1373).

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

[Plat attached to this ordinance printed on  
page 4829 of this Journal.]

---

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF  
MC CARTHY RESUBDIVISION ON PORTIONS OF WEST  
ROSCOE STREET, NORTH RACINE AVENUE AND  
WEST HENDERSON STREET AND DEDICATION  
OF PORTIONS OF PUBLIC ALLEY AND  
PUBLIC STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 8, 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 July 19, 1989) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of "McCarthy Resubdivision" having a frontage of 99.93 feet on West Roscoe Street, 83.06 feet on North Racine Avenue and 27.41 feet on West Henderson Street and providing for the dedication of part of public alley and part of public street for First Illinois Bank of Wilmette, as Trustee, under Trust Number TWB0536.

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:

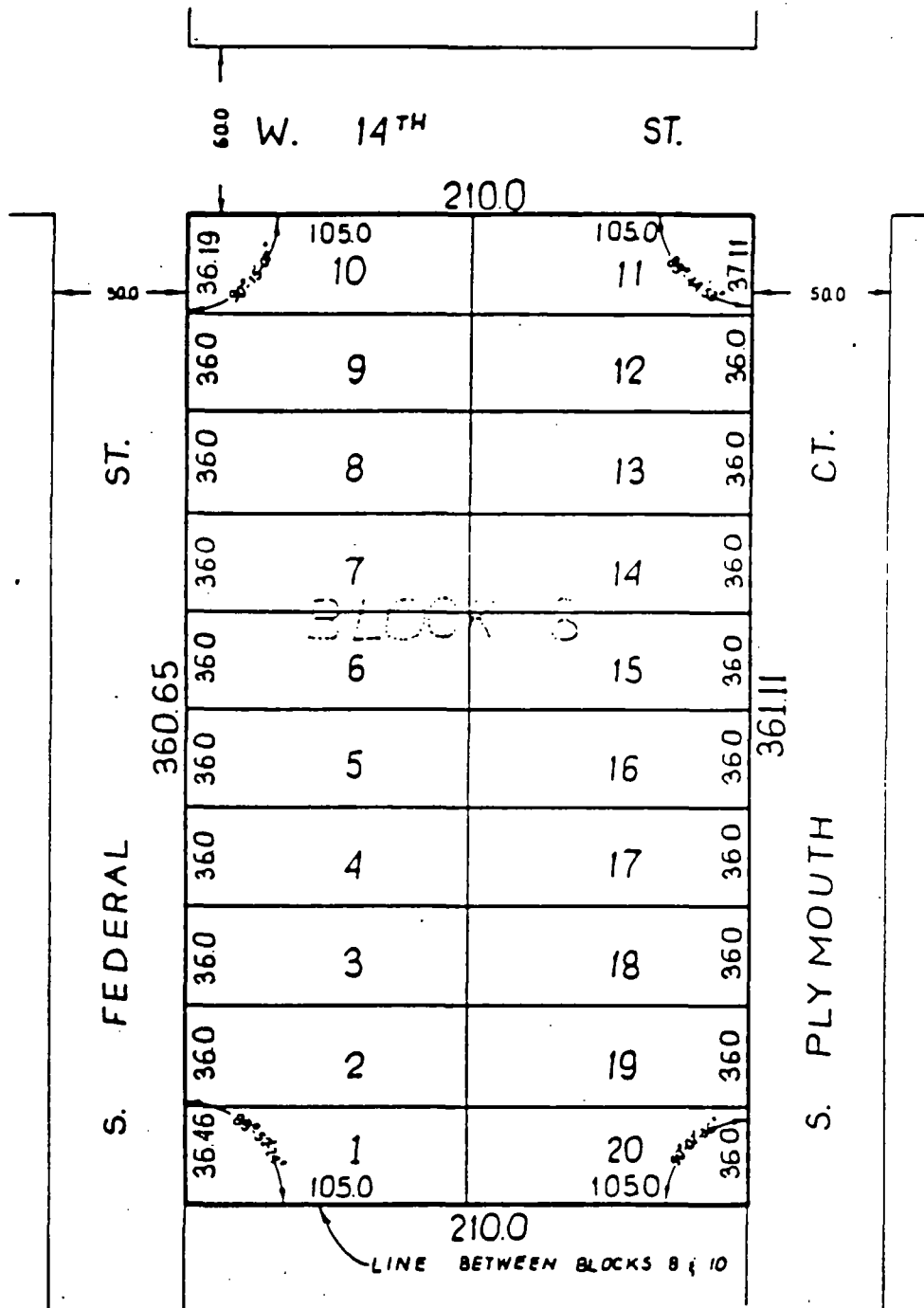
Continued on page 4830)

ORDINANCE ASSOCIATED WITH THIS PLAT PRINTED  
ON PAGES 4826 THROUGH 4828.

*PROPOSED*  
ST. LAWRENCE PLACE

BEING A RESUBDIVISION OF ALL OF BLOCK 8 IN DEARBORN PARK UNIT NUMBER 2,  
BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN  
PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE  
14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

No. 21-1-89-1373





(Continued from page 4828)

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of McCarthy Resubdivision having a frontage of 99.93 feet on West Roscoe Street, 83.06 feet on North Racine Avenue and 27.41 feet on West Henderson Street and providing for the dedication of part of public alley and part of public street, for First Illinois Bank of Wilmette, as Trustee, under Trust Number TWB0536, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 20-44-89-1381).

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

[Plat attached to this ordinance printed on page 4831 of  
this Journal.]

---

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT  
OF ST. PAUL'S RESUBDIVISION ON PORTIONS OF WEST  
14TH STREET, SOUTH PLYMOUTH COURT  
AND SOUTH STATE STREET.

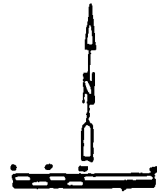
The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 8, 1989.

(Continued on page 4832)

ORDINANCE ASSOCIATED WITH THIS PLAT PRINTED ON PAGES 4828 THROUGH 4830.

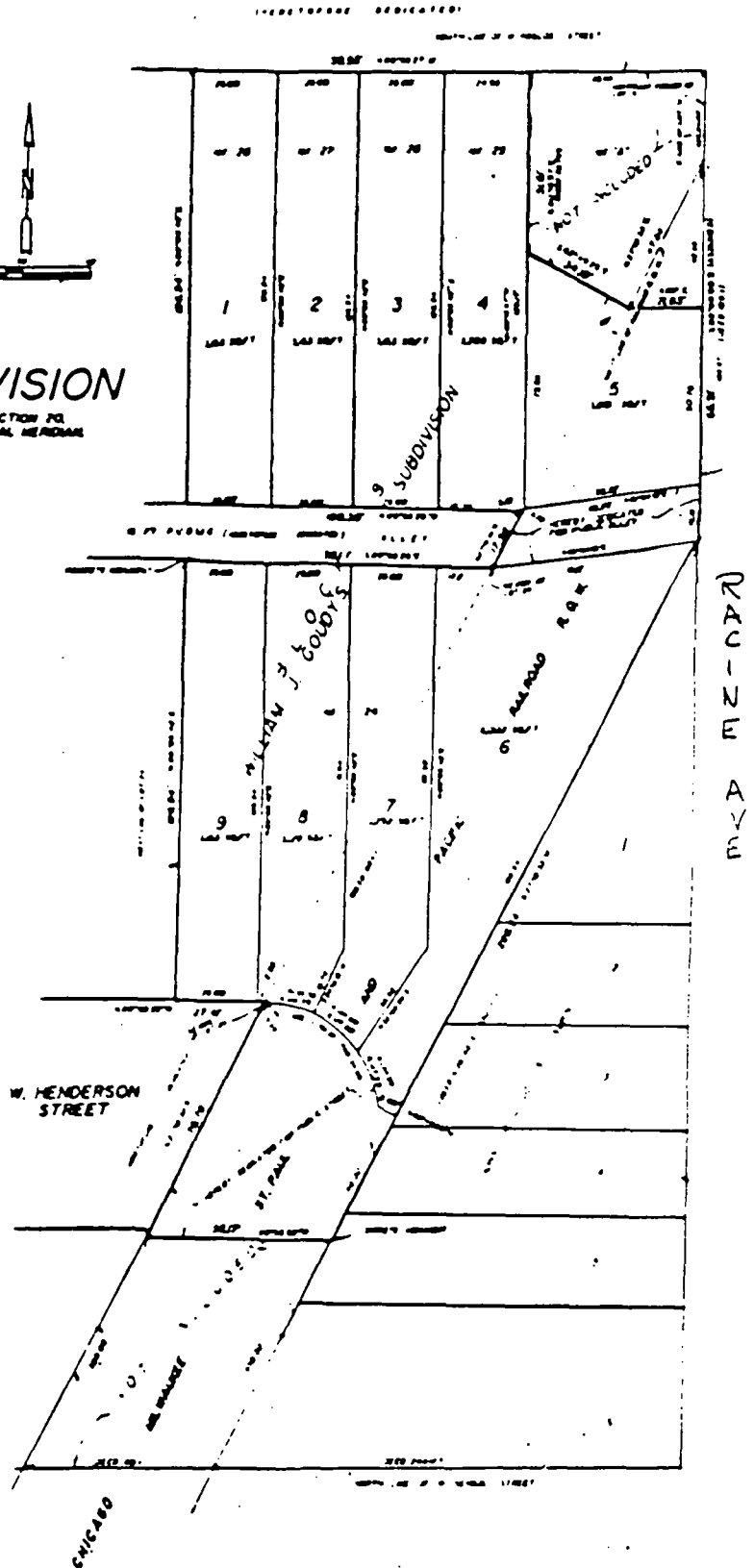
W. ROSCOE STREET



# MCCARTHY RESUBDIVISION

BEING A RESUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

DR. No. 20-44-89-1381



(Continued from page 4830)

*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 July 19, 1989) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of St. Paul's Resubdivision located on the south side of West 14th Street with a frontage of 398.00 feet along South Plymouth Court and 398.00 feet along South State Street for Bank of Ravenswood, as Trustee, under Trust Number 25-10119.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiiler, Schuiter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of St. Paul's Resubdivision located on the south side of West 14th Street with a frontage of 398.00 feet along South Plymouth Court and 398.00 feet along South State Street, as shown on the attached plat, for Bank of Ravenswood, as Trustee, under Trust Number 25-10119 when the necessary certificates are shown on said plat (No. 21-1-89-1374).

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

[Plat attached to this ordinance printed on page 4834  
of this Journal.]

---

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT  
OF RESUBDIVISION ON PORTION OF SOUTH  
NORMAL AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 8, 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 July 19, 1989) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions is hereby authorized and directed to approve a plat of resubdivision having a frontage of 41.00 feet on the west side of South Normal Avenue with a depth of 54.6 feet and located 59.75 feet north of West 27th Street for the Marquette National Bank, as Trustee, under Trust Number 10671.

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:

(Continued on page 4835)

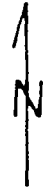
ORDINANCE ASSOCIATED WITH THIS PLAT PRINTED ON PAGES 4830 THROUGH 4833.

PROPOSED

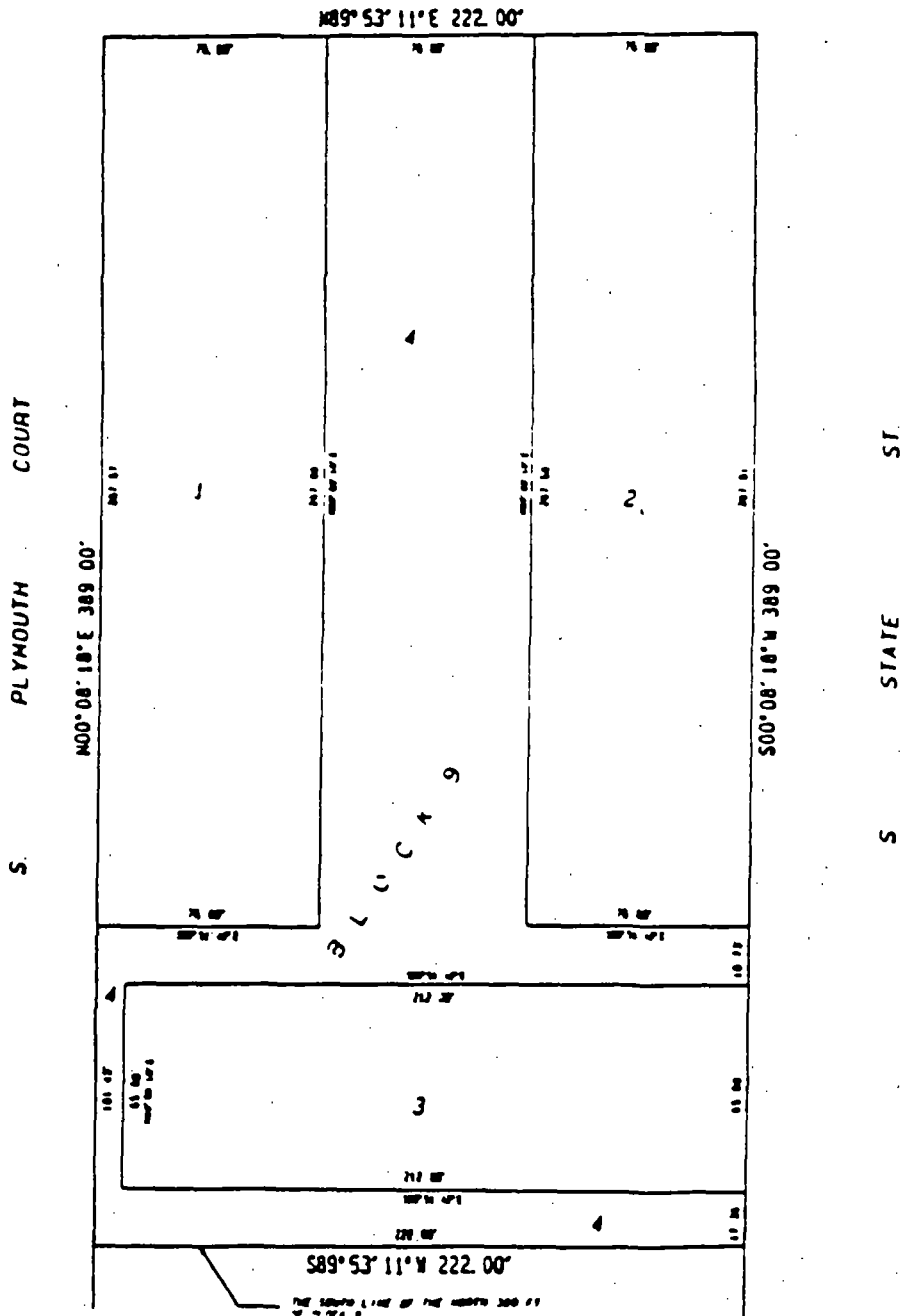
ST. PAUL'S RESUBDIVISION

BEING A RESUBDIVISION OF THE NORTH 389 FT. OF BLOCK 9 IN DEARBORN PARK UNIT NO. 2, BEING A RESUBDIVISION OF SURVEY LOTS AND VACATED STREETS AND ALLEYS IN PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

NO. 21-1-89-1974



N. 14<sup>TH</sup> ST.



(Continued from page 4833)

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions is hereby authorized and directed to approve a plat of resubdivision having a frontage of 41.00 feet on the west side of South Normal Avenue with a depth of 54.6 feet and located 59.75 feet north of West 27th Street, for the Marquette National Bank, as Trustee, under Trust Number 10671, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 28-11-89-1384).

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

[Plat attached to this ordinance printed on page 4836 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, September 8, 1989.

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

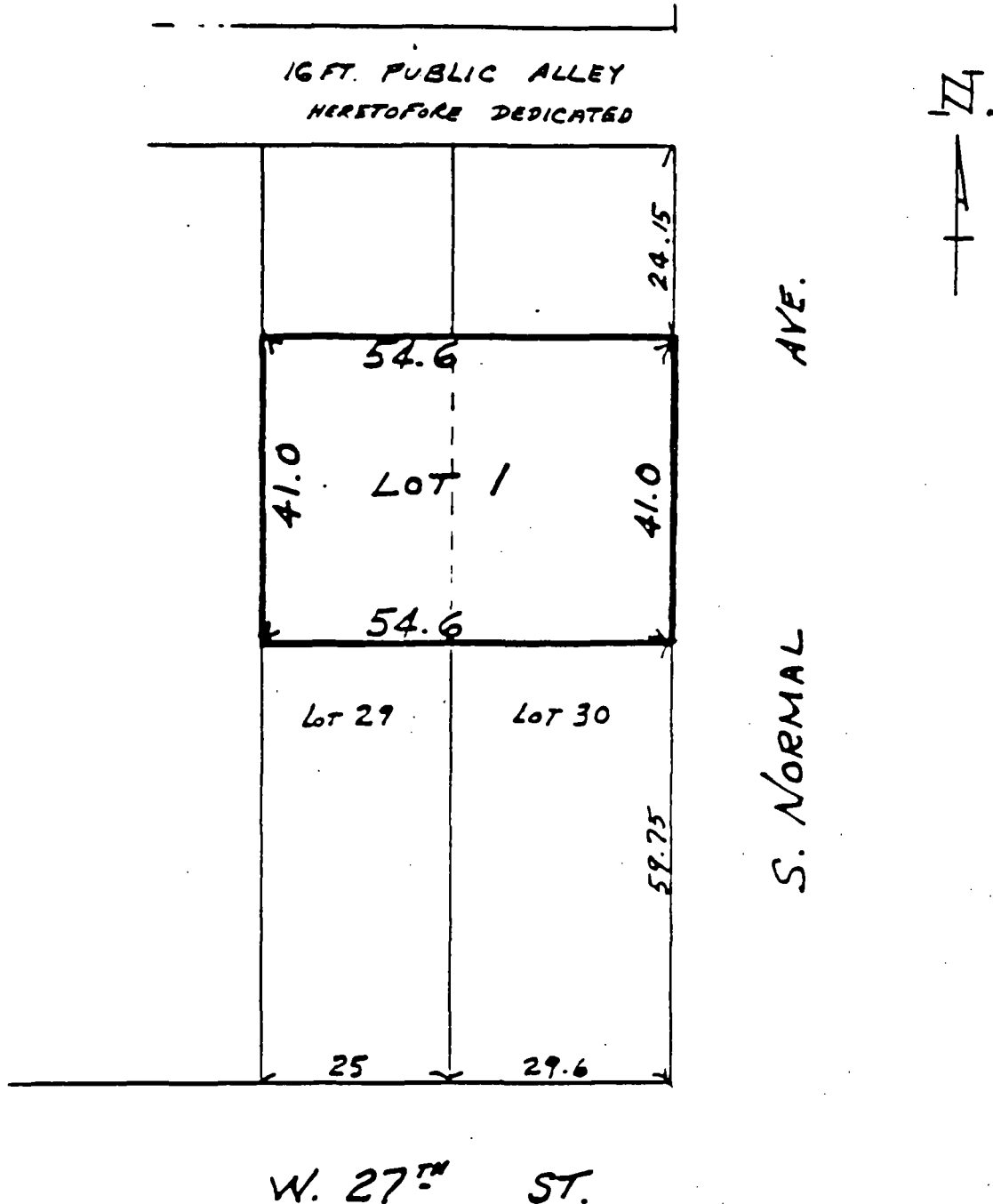
(Continued on page 4837)

ORDINANCE ASSOCIATED WITH THIS PLAT PRINTED  
ON PAGES 4833 THROUGH 4835.

### RESUBDIVISION

OF

THE NORTH 41 FEET OF THE SOUTH 100.75 FEET OF LOTS 29 AND 30 TAKEN AS A TRACT IN BLOCK J  
IN DAVID DAVIS SUBDIVISION OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF  
SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.



FILE No. 28-11-89-1384

(Continued from page 4835)

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances and order transmitted herewith (referred on July 19, 1989) that the Commissioner of Public Works is hereby authorized and directed to waive the provisions of Chapter 33, Section 19.1 of the Municipal Code of the City of Chicago, requiring barriers as a prerequisite to prohibit ingress and/or egress to specified parking facilities.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None

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

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

---

*B. K. Distributors.*

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to waive provision of Chapter 33, Section 19.1 of the Municipal Code of the City of Chicago, requiring barricades as a prerequisite to prohibit ingress and/or egress to parking facilities for B. K. Distributors, 5562 North Elston Avenue, Chicago, Illinois 60630.



*Saint Philip's Lutheran Church.*

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

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt Saint Philip's Lutheran Church, 2500 West Bryn Mawr Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility located at the above-named location.

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

---

*819 South Wabash Limited Partnership.*

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

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt 819 South Wabash Limited Partnership, 819 South Wabash Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent thereto.

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

---

PORTION OF NORTH MOZART STREET TO RECEIVE  
HONORARY DESIGNATION OF  
"CROATIA DRIVE".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 8, 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 July 19, 1989) that the Commissioner of Public Works shall take the necessary action for the standardization of erecting honorary street name signs at North Mozart Street between West Devon Avenue and the first alley south thereof, as "Croatia Drive".

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11460 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of North Mozart Street between West Devon Avenue and the first alley south thereof, as "Croatia Drive".

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

PERMISSION GRANTED TO REVEREND DAVID LOWRY FOR  
VACATION BIBLE SCHOOL ON PORTION OF  
SOUTH JEFFERY BOULEVARD.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 8, 1989.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on July 19, 1989) that the Commissioner of Public Works is hereby authorized and directed to grant permission to Reverend David Lowry, 8000 South Jeffery Boulevard, for the conduct of vacation bible school at 8000 South Jeffery Boulevard, from the alley between South Euclid Avenue and South Jeffery Boulevard to South Jeffery Boulevard on July 31, 1989 through August 11, 1989, during the hours of 10:00 A.M. to 12:00 Noon.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Reverend David Lowry, 8000 South Jeffery Boulevard, for the conduct

of vacation bible school at 8000 South Jeffery Boulevard, from the alley between South Euclid Avenue and South Jeffery Boulevard to South Jeffery Boulevard on July 31, 1989 through August 11, 1989, during the hours of 10:00 A.M. to 12:00 Noon.

---

PERMISSION GRANTED TO BELMONT HOTEL FOR INSTALLATION  
OF PAVERS ON PUBLIC WAY AT 3172 NORTH  
SHERIDAN ROAD.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 8, 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 June 28, 1989) pursuant to Section 33-23 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to grant permission to the Belmont Hotel, 3172 North Sheridan Road, for the installation of pavers on the public way (sidewalk) in front of said hotel.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays -- None.*

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 33-23 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to grant permission to the Belmont Hotel, 3172 North Sheridan Road, for the installation of pavers on the public way (sidewalk) in front of said hotel.

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

---

## COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

---

### AMENDMENT OF MUNICIPAL CODE CHAPTER 27 BY ADDING NEW SECTION 27-317.1 ESTABLISHING TELEVISION NEWS PERMIT PARKING PROGRAM.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Traffic Control and Safety, to which was referred (June 14, 1989) a proposed ordinance establishing a Television News Permit Parking Program on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance submitted herewith.

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

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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 27 of the Municipal Code of the City of Chicago is hereby amended by inserting in its proper numerical sequence a new Section 27-317.1 to read as follows:

*27-317.1(a) A television news permit parking area is hereby created for vehicles used to transport filming equipment and for transmitting and receiving television news signals. The television news permit parking area shall be established on the west side of North Clark Street from a point 85 feet south of Lake Street to a point 52 feet north of Randolph Street, excluding the distance of 15 feet north and 15 feet south of any fire hydrant located within such area.*

*(b) The Commissioner of Public Works is authorized to issue television news parking permits to television news stations. Each permit shall be individually numbered and shall indicate the name of the television news station and the authorized location where the vehicle is permitted to park. The permit shall be issued annually and without charge.*

*(c) The Commissioner of Public Works shall place and maintain appropriate signs indicating the area in which parking is restricted to vehicles displaying a television news parking permit.*

*(d) No television news station may park more than one vehicle in the television news parking permit area at any time.*

*(e) It shall be unlawful to stand or park any vehicle that does not display a television news parking permit at a location established pursuant to sub-section (a) and marked*

*with signs erected pursuant to sub-section (c). Any vehicle parked in violation of this section shall be subject to an immediate tow to a city vehicle pound. Any person who shall violate any provision of this section shall be fined fifty dollars for each offense.*

SECTION 2. This ordinance shall be effective ten days 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, September 13, 1989.

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

Your Committee on Traffic Control and Safety, to which were referred (February 25, July 29 and September 22, 1988, January 18, March 8, April 26, May 10, 24, June 14 and 28, 1989) proposed ordinances to establish and amend loading zones 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 vote.

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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays -- None.*

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

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

*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	Distances And Hours
South Archer Avenue	From a point 50 feet west of South Long Avenue, to a point 25 feet thereof -- 6:30 A.M. to 6:00 P.M. -- Monday through Friday;
North Broadway (East side)	From a point 85 feet south of West Addison Street, to a point 25 feet south thereof.
North Broadway (West side)	From a point 12 feet south of West Surf Street, to a point 25 feet south thereof -- no exceptions;
North Central Avenue (East side)	From a point 58 feet south thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
South Christiana Avenue (East side)	From a point 30 feet north of West 26th Street, to a point 25 feet north thereof;
North Clark Street (East side)	From a point 173 feet south of West Elm Street, to a point 35 feet south thereof -- 7:00 A.M. to 4:00 P.M. -- Monday through Saturday;



## Public Way

## Distances And Hours

North Damen Avenue  
(West side)

From a point 80 feet south of West Chicago Avenue, to a point 45 feet south thereof -- 9:00 A.M. to 7:00 P.M.;

West Erie Street  
(South side)

From a point 85 feet east of North Wells Street, to a point 25 feet east thereof -- 7:00 P.M. to 12:00 Midnight;

South Ewing Avenue  
(West side)

From a point 192 feet north of West 103rd Street, to a point 73 feet north thereof;

South Halsted Street

At 7138 -- handicapped loading zone;

North Harlem Avenue  
(East side)

From a point 100 feet north of West Cornelia Avenue, to a point 100 feet thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;

West Irving Park Road  
(North side)

From a point 77 feet west of North McVicker Avenue, to a point 25 feet west thereof -- at all times;

North Lakewood Avenue  
(West side)

From a point 60 feet north of West Diversey Parkway, to a point 30 feet thereof -- at all times;

West Lawrence Avenue  
(South side)

From a point 20 feet west of North Sawyer Avenue, to a point 40 feet west thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;

North Oakley Avenue  
(East side)

From a point 20 feet north of West Oakdale Avenue, to a point 25 feet north thereof -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;

West Ontario Street  
(South side)

From a point 43 feet east of North Franklin Street, to a point 30 feet east thereof -- except 3:00 P.M. to 6:00 P.M. -- Monday through Friday;

South Racine Avenue  
(West side)

From a point 50 feet south of West 18th Street, to a point 25 feet south thereof -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;

Public Way	Distances And Hours
West Shakespeare Avenue (West side)	From a point 153 feet west of North Clybourn Avenue, to a point 25 feet west thereof;
South Shore Drive (East side)	From a point 322 feet north of East 83rd Street, to a point 25 feet north thereof -- 8:00 A.M. to 4:00 P.M. and 6:00 P.M. to 9:00 P.M.;
South State Street (West side)	From a point 118 feet north of East Balbo Avenue, to a point 30 feet north thereof -- Loading Zone and Tow-Away Zone signs;
North Wells Street (West side)	From a point 485 feet north to a point 30 feet north thereof -- 4:00 P.M. to 12:00 Midnight;
North Western Avenue (East side)	From a point 275 feet south of West Grace Street, to a point 30 feet south thereof -- 9:00 A.M. to 6:00 A.M. -- Monday through Saturday;
West 18th Street (North side)	From a point 151 feet west of South Laflin Street, to a point 22 feet west thereof -- at all times;
West 18th Street (North side)	From a point 242 feet east of South Hoyne Avenue, to a point 22 feet east thereof -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday;
West 51st Street	At 1258 -- handicapped loading zone;
West 59th Street (North side)	From a point 304 feet west of South Lawndale Avenue, to a point 25 feet west thereof -- 3:00 P.M. to 12:00 Midnight.

**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 by striking: "6711 North Sheridan Road".

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, September 13, 1989.

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

Your Committee on Traffic Control and Safety, to which were referred (July 29, October 14, 26, November 16, 30 and December 21, 1988, March 3, 8, 29, April 26, May 10, 24, June 14 and 28, 1989) proposed ordinances to restrict and amend vehicular traffic movement 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 vote.

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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

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

*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
South Avers Avenue	From West 47th Street to West 45th Street -- northerly;
East/west alley from	North Cicero Avenue to North Lavergne Avenue, between West Montrose Avenue and West Sunnyside Avenue -- easterly;
South Francisco Avenue	From West 102nd Place to West 103rd Street -- southerly;
First alley south of	West Grand Avenue, between North Oak Park Avenue and North Rutherford Avenue -- easterly;
South Lafayette Avenue	From West 124th Street to West 121st Street south of I. C. Railroad tracks and South Lafayette Avenue, from West 121st Street north of I. C. Railroad tracks to West 119th Street -- northerly;

Public Way	Limits And Direction
South Melvina Avenue	From West 60th Street to West 63rd Street -- southerly;
South Melvina Avenue	From West 55th Street to West 59th Street -- northerly;
North Newland Avenue	From West Foster Avenue to the first alley south of West Strong Street -- northerly;
North Rush Street	From East Ontario Street to East Chicago Avenue -- northerly;
North Talman Avenue	Southbound from West Wellington Avenue to West Diversey Avenue -- southerly;
East/west alley between	West 25th Street and West 26th Street, from South Troy Street to South Albany Avenue -- westerly;
West 33rd Street	From South Pulaski Road to South Hamlin Avenue -- westerly;
East/west alley south of	East 35th Street, between South Calumet Avenue and South Giles Avenue -- westerly;
West 43rd Street	From South Keeler Avenue to South Pulaski Road -- 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 February 10, 1988, page 10487 which reads: "East 72nd Street, from South Wabash Avenue to South Cottage Grove Avenue" by striking: "South Wabash Avenue" and inserting: "South State Street -- easterly".

SECTION 2. Amend ordinance passed February 26, 1986, page 28164 which reads: "South Rhodes Avenue, from East 103rd Street to East 107th Street" by striking: "East 103rd Street" and inserting: "East 104th Street -- southerly".

SECTION 3. Amend ordinance passed August 30, 1972, page 3630, relating to a portion of South Throop Street, between West 51st Street and the first alley north by striking: "southerly" and inserting: "two-way".

SECTION 4. Amend ordinance passed September 26, 1956, page 3302, relating to West 44th Place, between South Halsted Street and South Union Avenue by striking: "easterly" and inserting: "westerly".

SECTION 5. Amend ordinance passed October 9, 1985, pages 20512 -- 20513, which reads: "South Hamlin Avenue, from West 47th Street to West 45th Street -- northerly" by striking the above and inserting: "South Hamlin Avenue, from West 47th Street to West 45th Street -- southerly".

SECTION 6. Amend ordinance passed August 30, 1972, page 3628, which reads: "West 96th Street, from South Genoa Avenue to South Halsted Street" by striking: "South Halsted Street" and inserting: "South Green Street -- easterly".

SECTION 7. Amend ordinance by striking: "the first east/west alley south of West 47th Street, between South LaPorte Avenue and South Lamon Avenue -- easterly".

SECTION 8. Amend ordinance passed March 14, 1956, page 2323 by striking: "North Kilpatrick Avenue, between West North Avenue and West Grand Avenue -- northerly".

SECTION 9. Amend ordinance by striking: "North Richmond Street, from West Waveland Avenue to West Addison Street -- southerly" and inserting: "North Richmond Street, from West Addison Street to West Waveland Avenue -- northerly".

SECTION 10. Amend ordinance by striking: "North Mozart Street, from West Addison Street to the first alley south of West Irving Park Road northerly" and inserting: "North Mozart Street, from West Addison Street to West Irving Park Road -- northerly".

SECTION 11. Amend ordinance passed July 28, 1961, page 5366 which reads: "South Racine Avenue, from West 104th Street to West 99th Street" by striking: "West 104th Street" and inserting: "West 103th Street -- northerly".

SECTION 12. Amend ordinance passed June 25, 1958, page 7932 which reads: "North Karlov Avenue, North Milwaukee Avenue to West Belmont Avenue -- southerly" by striking: "North Karlov Avenue from West Melrose Street to West Belmont Avenue -- southerly".

SECTION 13. Amend ordinance passed December 19, 1962, page 8833 which reads: "North Osceola Avenue, from West Wellington Avenue to West Addison Street" by striking: "West Belmont Avenue to West Addison Street".

SECTION 14. North New England Avenue, between West Argyle Street and West Foster Avenue by striking: "northerly" and inserting: "North New England Avenue, between West Argyle Street and West Foster Avenue -- southerly".

SECTION 15. Amend ordinance by striking: "the first north/south alley west of North Sheridan Road, between West Rosemont Avenue and West Granville Avenue -- southerly".

SECTION 16. Amend ordinance passed September 22, 1988, page 17805 related to West Highland Avenue, from North Glenwood Avenue to North Clark Street -- easterly by inserting: "West Highland Avenue, from North Greenview Avenue to North Glenwood Avenue -- easterly" and "West Highland Avenue, from North Greenview Avenue to North Clark Street -- westerly".

SECTION 17. This ordinance shall take effect and be in force hereinafter its passage and publication.

---

PARKING METER AREA ESTABLISHED ON PORTION  
OF WEST ONTARIO STREET.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Traffic Control and Safety, to which were referred (April 26, 1989) proposed ordinances to establish parking meters on designated 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-415 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to establish parking meter area as follows:

Street	Limits
West Ontario Street (Both sides)	Between North Orleans Street and North Kingsbury Street -- 9:00 A.M. to 12:00 Midnight -- everyday.

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

---

REMOVAL OF PARKING METERS AT 6441  
NORTH CENTRAL AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 13, 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 ordinance to amend parking meters 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Removal of meters for 6441 North Central Avenue.

SECTION 2. 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, September 13, 1989.

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

Your Committee on Traffic Control and Safety, to which were referred (September 9, October 28, and December 9, 1987; January 27, February 10, March 9, 30, April 13, 20, May 11, 25, June 8, 22, July 13, 29, September 22, October 14, 21, 26, November 16, 30, and December 7, 14, 21, 1988; and January 1, 18, February 1, 16, March 8, 28, 29, April 20, 26, May 10, 24, June 14, 28 and July 19, 1989) proposed ordinances to prescribe and amend parking regulations 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, Garcia, 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, Schuler, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

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

*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
West Addison Street	From North Opal Avenue to a point 50 feet west thereof -- at all times;
West Altgeld Street	At 1242 -- (except for Handicapped Permit 3853);
South Archer Avenue (South side)	From South Knox Avenue to South Kolmar Avenue -- at all times;
South Archer Avenue (Both sides)	From South Leamington Avenue to South Laramie Avenue -- at all times (trucks only);
West Argyle Street	At 5145 (except for Handicapped Permit 4225);
South Avenue C	At 10649 (except for Handicapped Permit 3825);
South Avenue G	At 10842 (except for Handicapped Permit 4189);
South Avenue J	At 10538 (except for Handicapped Permit 3735);
South Avenue L	At 10230 (except for Handicapped Permit 3533);
South Avenue L	At 10346 (except for Handicapped Permit 4190);
South Avenue M	At 10152 (except for Handicapped Permit 3827);
South Avenue O	At 3841 (except for Handicapped Permit 3841);
South Avenue O	At 10412 (except for Handicapped Permit 3835);

Public Way	Area
North Avers Avenue	At 2955 (except for Handicapped Permit 4114);
West Barry Avenue	At 2225 (except for Handicapped Permit 3878);
West Berenice Avenue	At 5536 (except for Handicapped Permit 4222);
South Bishop Street	At 8153 (except for Handicapped Permit 4164);
West Byron Street (North side)	From a point 20 feet west of North Western Avenue to a point 45 feet west thereof and south side of West Byron Street, from a point 30 feet west of North Western Avenue to a point 75 feet west thereof;
South Campbell Avenue	At 7212 (except for Handicapped Permit 4163);
West Cortez Street	At 4936 (except for Handicapped Permit 4173);
West Cullom Avenue	At 5226 (except for Handicapped Permit 4175);
West Cuyler Avenue	At 1461 (except for Handicapped Permit 4179 -- H.D.P.P.);
West Dakin Street	At 5511 (except for Handicapped Permit 4255 -- H.D.P.P.);
West Dickens Avenue (Both sides)	From North Austin Avenue to North Melvina Avenue;
North Drake Avenue	At 4423 (except for Handicapped Permit 4176);
North Drake Avenue	At 5841 (except for Handicapped Permit 3795);
South East End Avenue	At 6844 (except for Handicapped Permit 4184);

Public Way	Area
South Eggleston Avenue	At 10433 (except for Handicapped Permit 3844);
South Elias Court	At 2959 (except for Handicapped Permit 4194);
South Emerald Avenue	At 3531 (except for Handicapped Permit 4038);
South Escanaba Avenue	At 9717 (except for Handicapped Permit 4192);
South Essex Avenue	At 7820 (except for Handicapped Permit 4081);
South Ewing Avenue	At 11532 (except for Handicapped Permit 4191);
South Exchange Avenue	At 9947 (except for Handicapped Permit 4126);
West Flournoy Street	At 2905 (except for Handicapped Permit 4139);
West Flournoy Street	At 1227 (except for Handicapped Permit 4183);
North Francisco Avenue	At 3915 (except for Handicapped Permit 3903);
West Gladys Avenue	At 5318 (except for Handicapped Permit 4211);
South Halsted Street	At 9217 (except for Handicapped Permit 4095);
North Hamlin Avenue	At 2622 (except for Handicapped Permit 4171);
South Hamlin Avenue	At 1633 (except for Handicapped Permit 4136);
West Henderson Street	At 4835 (except for Handicapped Permit 4118);

Public Way	Area
North Hermitage Avenue	At 6329 (except for Handicapped Permit 4262);
South Hermitage Avenue	At 3612 (except for Handicapped Permit 4195);
South Homan Avenue	At 1118 (except for Handicapped Permit 3896);
South Ingleside Avenue	At 7845 (except for Handicapped Permit 3812);
West Iowa Street	At 5956 (except for Handicapped Permit 4212);
North Karlov Avenue	At 6215 (except for Handicapped Permit 4177);
North Keating Avenue	At 1723 (except for handicapped);
North Keating Avenue	At 2925 (except for Handicapped Permit 4213);
South Kenneth Avenue	At 3022 (except for Handicapped Permit 4134);
North Kildare Avenue	At 1836 (except for Handicapped Permit 4246);
South Kildare Avenue	At 4835 (except for Handicapped Permit 4203);
South Kildare Avenue	At 5336 (except for Handicapped Permit 3255);
South Kolin Avenue	At 2734 (except for Handicapped Permit 4135);
North Laporte Avenue	At 2245 (except for Handicapped Permit 4169);
South LaSalle Street	At 12214 (except for Handicapped Permit 3826);
North Latrobe Avenue	At 2342 (except for Handicapped Permit 3799);

Public Way	Area
South Latrobe Avenue	At 5339 (except for Handicapped Permit 4238);
South Lavergne Avenue	At 5145 (except for Handicapped Permit 3256);
North Lawndale Avenue	At 5041 (except for Handicapped Permit 3857);
North Lawndale Avenue	At 3913 (except for Handicapped Permit 3856);
North Leavitt Street	At 711 (except for Handicapped Permit 3831);
South Loomis Boulevard	At 8136 (except for Handicapped Permit 3811);
South Loomis Boulevard	At 4846 (except for Handicapped Permit 4199);
South Lowe Avenue	At 3119 (except for Handicapped Permit 4234);
South Lowe Avenue	At 3821 (except for Handicapped Permit 4193);
West Lowell Avenue	At 2410 (except for Handicapped Permit 3859);
North Luna Avenue	At 1420 (except for Handicapped Permit 3900);
North Lunt Avenue	At 2527 (except for Handicapped Permit 4182);
North McVicker Avenue	At 4447 (except for Handicapped Permit 3907);
North Mango Avenue	At 2541 (except for Handicapped Permit 4253);
North Marmora Avenue	At 3012 (except for Handicapped Permit 4144);

Public Way	Area
South Marshfield Avenue	At 3620 (except for Handicapped Permit 3796);
North Meade Avenue	At 5711 (except for Handicapped Permit 4149);
North Melvina Avenue	At 6207 (except for Handicapped Permit 3776);
North Menard Avenue	At 2308 (except for Handicapped Permit 3802);
North Mobile Avenue	At 2846 (except for Handicapped Permit 4254);
North Monitor Avenue	At 2518 (except for Handicapped Permit 4218);
South Monitor Avenue	At 5747 (except for Handicapped Permit 4239);
West Monroe Street	At 3349 (except for Handicapped Permit 3559);
North Mont Clare Avenue	At 4805 (except for Handicapped Permit 4220);
North Narragansett Avenue	At 4221 (except for Handicapped Permit 1584);
North Nassau Avenue	At 6028 (except for Handicapped Permit);
North Neenah Avenue	At 5308 (except for Handicapped Permit);
North Newland Avenue	At 3909 (except for Handicapped Permit 4256/4257);
West Newport Avenue	At 5103 (except for Handicapped Permit 57);
North Normandy Avenue	At 5224 (except for Handicapped Permit 3335);
South Nottingham Avenue (West side)	From West 61st Street to West 62nd Street -- at all times;



Public Way	Area
North Oak Park Avenue	At 3944 (except for Handicapped Permit 3817);
North Oketo Avenue	Between North Northwest Highway and North Olmstead Avenue (east side only) -- at all times;
North Oriole Avenue	At 3927 (except for Handicapped Permit 4221);
West Parker Avenue	At 5404 (except for Handicapped Permit 3800);
North Plainfield Avenue	At 3643 (except for Handicapped Permit 4145);
West Polk Street	At 3540 (except for Handicapped Permit 4137);
South Princeton Street (West side)	At 3800 -- 3900 -- at all times;
North Richmond Street	At 4332 (except for Handicapped Permit 4178);
South Richmond Street	At 5217 (except for Handicapped Permit 3814);
South Richmond Street (West side)	From West 47th Street to West 48th Street -- at all times;
North Ridgeway Avenue	At 4936 (except for Handicapped Permit 3858);
South Sacramento Avenue	At 4630 (except for Handicapped Permit 4159);
South Saginaw Avenue	At 12732 (except for Handicapped Permit 4125);
North St. Louis Avenue	At 4552 (except for Handicapped Permit 3793);
North Seeley Avenue	At 6549 (except for Handicapped Permit 4180);

Public Way	Area
North Seeley Avenue	At 2917 (except for Handicapped Permit 4215);
North Spaulding Avenue	At 5708 (except for Handicapped Permit 3801);
North Springfield Avenue	At 2635 (except for Handicapped Permit 4217);
North Tonty Avenue (East side)	From a point 20 feet north of North Caldwell Avenue to a point 150 feet north thereof;
South Troy Street	At 11211 (except for Handicapped Permit 4201);
South Troy Street	At 5155 (except for Handicapped Permit 3820);
South Union Street	At 12026 (except for Handicapped Permit 4216);
South University Avenue	At 9354 (except for Handicapped Permit 4156);
West Vernon Park Place (South side)	From a point 75 feet west of South Morgan Street, to a point 100 feet west thereof -- except vehicles displaying Zone 5 permit;
South Wallace Street	At 9017 (except for Handicapped Permit 4165);
South Wallace Street	At 4421 (except for Handicapped Permit 3789);
West Waveland Avenue	At 5951 (except for Handicapped Permit 4019);
South Wells Street	At 5416 (except for Handicapped Permit 4122);
South Wells Street (East side)	From West 46th Street to West 46th Place -- at all times;

Public Way	Area
South Wentworth Avenue (West side)	From West 46th Street to West 46th Place -- at all times;
North Western Avenue	At 604 (except for Handicapped Permit 3851);
North Whipple Street	At 5821 (except for Handicapped Permit 4223);
South Winchester Avenue	At 7312 (except for Handicapped Permit 4236);
North Wisner Avenue	At 2921 (except for Handicapped Permit 4110);
South Wood Street	At 3710 (except for Handicapped Permit 3842);
West 22nd Place	At 2620 (except for Handicapped Permit 3847);
West 46th Street (South side)	Between South Wells Street and South Wentworth Avenue -- at all times;
West 49th Street (North side)	From South Knox Avenue to the first alley east thereof -- at all times;
West 49th Street (Both sides)	From South Cicero Avenue to the first alley east thereof -- at all times;
West 50th Place (South side)	From South Ridgeway Avenue to the first alley west thereof -- at all times;
West 53rd Place	At 3420 (except for Handicapped Permit 3840);
West 43rd Street (South side)	From South Kostner Avenue to the first alley west -- at all times;
West 60th Place	At 3646 (except for Handicapped Permit 4162);
West 62nd Street	At 3546 (except for Handicapped Permit 4335);

Public Way	Area
West 64th Place	At 5918 (except for Handicapped Permit 4196);
West 65th Street	At 3919 (except for Handicapped Permit 3838);
East 67th Street	At 1737 (except for Handicapped Permit 4080);
West 73rd Place	At 3400 (except for Handicapped Permit 4161);
West 75th Place	At 3529 (except for Handicapped Permit 4160);
West 78th Street	At 836 (except for Handicapped Permit 4237);
West 84th Street	At 1156 (except for Handicapped Permit 3808);
East 86th Street	At 1739 (except for Handicapped Permit 4187);
East 93rd Street	At 2822 (except for Handicapped Permit 4082);
East 104th Place	At 573 (except for Handicapped Permit 4124);
West 109th Place	At 231 (except for Handicapped Permit 4251);
West 110th Place	At 1221 (except for Handicapped Permit 3904);
West 112th Place (North side)	At 1422 (except for Handicapped Permit 3905).

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. Removal of handicapped signs in front of 5549 North Austin Avenue.

SECTION 2. Repeal ordinance passed November 15, 1979, page 1298 in front of 4303 West Cullerton Street.

SECTION 3. Amend ordinance by striking: "6335 South Kilpatrick Avenue".

SECTION 4. Amend ordinance by striking: "South Moody Avenue (east side) from a point 270 feet north of West 52nd Street, to a point 25 feet north thereof".

SECTION 5. Repeal ordinance passed June 17, 1966, page 6878 which reads: "North Nina Avenue, from a point 120 feet north of Northcott Avenue to a point 55 feet north thereof".

SECTION 6. Amend ordinance by striking: "South Nordica Avenue (west side) from West Archer Avenue to the first alley south thereof".

SECTION 7. Amend ordinance passed September 23, 1987, page 4104 which reads: "North Osage Avenue (west side) 3600 block -- no parking any time" by striking: "North Osage Avenue (west side) from West Cahill Terrace to a point 75 feet north thereof" and repeal ordinance dated February 10, 1988, page 10442 which reads: "North Osage Avenue (east side) from West Cahill Terrace to a point 75 north thereof".

SECTION 8. Amend ordinance by striking: "4448 North Sacramento Avenue".

SECTION 9. Removal for (west side) of South Union Avenue from West Pershing Road to the first viaduct south thereof.

SECTION 10. Amend ordinance by striking: "1532 West 19th Street".

SECTION 11. Amend ordinance by striking: "2740 West 22nd Place".

SECTION 12. Repeal ordinance for 3512 West 72nd Street.

SECTION 13. Amend ordinance passed September 10, 1958, page 8155 which reads: "West 100th Place (south side) from South Beverly Avenue to South Vincennes Avenue" by striking: "South Vincennes Avenue" and inserting: "South Throop Street".

SECTION 14. This ordinance shall take effect and be in force hereinafter 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 Time
North Ashland Avenue (East side)	From West Foster Avenue to West Roscoe Street -- 7:00 A.M. to 9:00 A.M. -- Tuesday and Thursday;
North Ashland Avenue (West side)	From West Foster Avenue to West Roscoe Street -- 7:00 A.M. to 9:00 A.M. -- Monday and Friday;
South Bell Avenue (West side)	From West 111th Street to West 111th Place -- 8:30 A.M. to 4:00 P.M. -- Monday through Friday;
South Keeler Avenue (Both sides)	From West 55th Street to the first alley north thereof -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.;
South Kostner Avenue (West side)	From South Archer Avenue to the first alley south thereof -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.;
South Kostner Avenue (West side)	From West 55th Street to the first alley north thereof -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.;
South Latrobe Avenue (Both sides)	From South Archer Avenue to the first alley south thereof -- 8:00 A.M. to 10:00 A.M. -- Monday through Saturday;
South Long Avenue (Both sides)	From South Archer Avenue to the first alley south thereof -- 8:00 A.M. to 10:00 A.M. -- Monday through Saturday;
South Melvina Avenue (Both sides)	From West 63rd Street to the first alley north/south thereof -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.;

Public Way	Limits And Time
South Normandy Avenue (Both sides)	From West Archer Avenue to the first alley south thereof -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday;
North Tahoma Avenue (East side)	From North Central Avenue to North Kinzua Avenue and North Tahoma Avenue (west side) from the first north/south alley west of North Central Avenue to North Kinzua Avenue -- 8:00 A.M. to 4:00 P.M. -- Monday through Saturday -- except permit 156;
West Wendell Street (South side)	At 160 from a point 25 feet east of North Wells Street to a point 170 feet east thereof -- except Board of Education employees by permit only 6:30 A.M. to 6:30 P.M. -- Monday through Friday;
West 34th Street (North side)	From South Wells Street to South Shields Avenue -- during ball games only (except for the press);
West 43rd Street (South side)	From South Komensky Avenue to the first alley east thereof -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;
West 49th Street (Both sides)	From South Komensky Avenue to the first alley east thereof -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.;
West 49th Street (North side)	From South Pulaski Road to the first alley west thereof -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.;
West 54th Street (South side)	Between South Meade Avenue and South Moody Avenue -- 7:00 A.M. to 11:00 A.M. -- Monday through Friday;
West 110th Place (Both sides)	From South Hoyne Avenue to South Longwood Drive -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday.

**SECTION 2.** This ordinance shall take effect and be in force hereinafter 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. Amend ordinance passed May 21, 1971, pages 270 -- 271 related to West Belmont Avenue (south side) from a point 100 feet west of North Kimball Avenue to North Bernard Avenue -- 4:00 A.M. to 4:00 P.M. (except Saturday and Sunday).

SECTION 2. Amend ordinance passed May 27, 1982, page 10885 related to West Hurlbut Avenue between North Avondale Avenue and North Natoma Avenue (both sides) amended by striking: "(both sides)" and inserting: "(south side) -- 8:00 A.M. to 4:30 P.M.".

SECTION 3. Repeal ordinance by striking: "South Marshfield Avenue (west side) from West 36th Street to the first alley -- no parking school days -- 8:00 A.M. to 4:30 A.M." and "West 36th Street (north side) from South Marshfield Avenue to the playground entrance gate -- no parking on school days -- 8:00 A.M. to 4:00 P.M.".

SECTION 4. Amend ordinance passed January 14, 1987, page 4109 related to South Melvina Avenue (west side) from a point 45 feet north of West 62nd Street to a point 175 feet north thereof by striking: "175 feet" and inserting: "252 feet -- 8:00 A.M. to 3:00 P.M., on all school days except for school buses".

SECTION 5. Amend ordinance passed September 24, 1986, pages 33994 -- 33995 by striking: "South Menard Avenue (both sides) from South Archer Avenue to the first alley north thereof -- 7:00 A.M. to 9:00 A.M., Monday through Friday".

SECTION 6. Amend ordinance passed March 1, 1976, page 2618 by striking: "South Newcastle Avenue (both sides) from West Archer Avenue to the first alley north thereof -- 8:00 A.M. to 10:00 A.M., no exceptions".

SECTION 7. Amend ordinance passed March 1, 1976, by striking: "South Newcastle Avenue (both sides) from West Archer Avenue to the first alley north thereof -- 8:00 A.M. to 10:00 A.M., except Saturday, Sunday and holidays".

SECTION 8. Amend ordinance by striking: "South Nordica Avenue (both sides) from West Archer Avenue to the first alley south thereof -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday".

SECTION 9. South Throop Street (west side) from West 95th Street to West 96th Street -- parking prohibited at all times -- add repeal ordinance passed September 23, 1987, page 4112 which reads: "South 95th Street to West 95th Place -- 7:00 A.M. to 4:00 P.M., on all school days".

SECTION 10. Amend ordinance passed March 14, 1956, page 2319 which reads: "West 65th Street (both sides) to first alley east of South Cicero Avenue -- no parking any time -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday" by striking: "no parking any time --



8:00 A.M. to 10:00 A.M. -- Monday through Friday" and inserting: "no parking any time -- Sunday through Saturday".

SECTION 11. Amend ordinance passed February 16, 1989, page 25054 related to West 83rd Street (both sides) between South Lawndale Avenue and South Hamlin Avenue by striking: "except vehicles displaying Zone 165" and inserting: "parking prohibited during specified hours -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday".

SECTION 12. Repeal ordinance passed November 8, 1956, page 3468 which reads: "West 91st Place (both sides) from South Paulina Street to South Beverly Avenue -- 8:00 A.M. to 10:00 A.M., except Saturday, Sunday and holidays".

SECTION 13. Amend ordinance passed July 12, 1974, page 8589 which reads: "West 107th Street (north side only) from South State Street to South Vincennes Avenue" by striking: "South State Street" and inserting: "West Wentworth Avenue -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday".

SECTION 14. Repeal ordinance passed October 9, 1985, page 20527 which reads: "West 11th Place (south side) from South Longwood Drive to a point 285 feet west thereof -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday".

SECTION 15. 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, during the hours specified:

Public Way	Limits And Time
West Archer Avenue (North side)	From South Nottingham Avenue to South Neva Avenue -- 1 hour -- 9:00 A.M. to 12:00 Midnight -- no exceptions;
West Belmont Avenue (North side)	From 7546 west to the corner of North Oleander Avenue -- 30 minutes -- 8:00 A.M. to 6:00 P.M. -- no exceptions;

Public Way	Limits And Time
West Diversey Avenue (North side)	From a point 20 feet west of North Sayre Avenue, to a point 73 feet west thereof -- 1 hour -- at all times;
West Fullerton Avenue (North side)	From a point 175 feet east of North Lockwood Avenue, to a point 50 feet east thereof -- 1 hour -- 6:00 A.M. to 8:00 P.M. -- Monday through Saturday;
South Honore Street (East side)	From a point 20 feet north of West Pershing Road, to a point 21 feet thereof -- 1 hour -- 6:00 A.M. to 4:00 P.M. -- Monday through Friday;
South Kedzie Avenue (East side)	From a point 20 feet north of West 105th Street, to a point 30 feet north thereof -- 1 hour -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday;
South Kilbourn Avenue (Both sides)	From South Archer Avenue to the first alley south thereof -- 1 hour -- at all times;
South Knox Avenue (East side)	From South Archer Avenue to West 51st Street -- 1 hour -- 8:00 A.M. to 10:00 A.M. -- no exceptions;
South Knox Avenue (West side)	From South Archer Avenue to the first alley north thereof -- 1 hour -- 8:00 A.M. to 10:00 P.M.;
South Menard Avenue (Both sides)	From South Archer Avenue to the first alley north thereof -- 1 hour -- 7:00 A.M. to 9:00 A.M.;
North Milwaukee Avenue (North side)	From a point 20 feet north of North Medina Avenue, to a point 95 feet north thereof -- 2 hours -- 10:00 A.M. to 10:00 P.M.;
South Newcastle Avenue (Both sides)	From West Archer Avenue to the first alley north thereof -- 1 hour -- 9:00 A.M. to 12:00 Midnight -- no exceptions;

Public Way	Limits And Time
West Rosemont Avenue (North side)	From a point 100 feet from North Western Avenue, to the first alley west thereof -- 30 minutes -- 7:00 A.M. to 10:00 P.M.;
West 19th Street (North side)	From a point 30 feet east of South Marshall Boulevard, to a point 458 feet east thereof -- 2 hours -- at all times;
West 51st Street (North side)	From South Tripp Avenue to South Keeler Avenue -- 1 hour -- 8:00 A.M. to 6:00 P.M.

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

*Amendment Of Parking Limitation During Specified Hours.*

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

SECTION 1. Amend ordinance passed March 1, 1976, page 2618 which reads: "South Newcastle Avenue (both sides) from West Archer Avenue to the first alley north -- no parking anytime -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday" by striking: "no parking anytime -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday" and inserting: "1 hour -- 9:00 A.M. to 12:00 Midnight".

SECTION 2. Amend ordinance passed December 12, 1988, page 21512 related to North Nordica Avenue (west side) between West Higgins Avenue and the first alley south by striking: "7:00 A.M. to 9:00 A.M. -- Monday through Friday" and inserting: "1 hour -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday".

SECTION 3. Amend ordinance passed June 30, 1982, page 11291, which reads: "West 49th Street (north side) from South Archer Avenue to South Springfield Avenue -- 1 hour -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday" by striking the above and inserting: "West 49th Street (north side) from South Archer Avenue to South Springfield Avenue -- no parking".

SECTION 4. Repeal ordinance which reads: "West 54th Street (south side) between South Meade Avenue and South Moody Avenue -- 2 hours -- 8:00 A.M. to 10:00 P.M.".

SECTION 5. Amend ordinance passed March 18, 1955, page 9707 which reads: "West 95th Street (north side) from South Winchester Avenue to South Damen Avenue" by striking: "8:00 A.M. to 6:00 P.M. (except Sunday and holidays)" and inserting: "1 hour -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday".

SECTION 6. This ordinance shall take effect and be in force hereinafter its passage and publication.

—

*Designation 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 Chicago, portions of the below-named streets are hereby designated as residential parking zones, for the following locations:

Street	Limits
South Arch Street (Both sides)	From South Lyman Street to West 31st Street;
North Austin Boulevard	At West Augusta Boulevard;
North Avers Avenue (East side)	From West Huron Street to the first alley south of West Chicago Avenue and on North Avers Avenue (west side) from West Huron Street to approximately 200 feet south of West Chicago Avenue -- at all times;
South Avers Avenue (Both sides)	From West 48th Street to the first alley north of South Archer Avenue -- 7:00 A.M. to 7:00 P.M. -- Monday through Sunday;
West Barry Avenue (North side)	From North Mobile Avenue to North Narragansett Avenue -- at all times;
West Belden Avenue (North side)	From the first alley southwest of North Lincoln Avenue to North Halsted Street;

Street	Limits
West Belden Avenue (South side)	From the first alley west of North Orchard Street to North Halsted Street;
North Burling Street (Both sides)	From West Webster Street to West Belden Avenue;
North Orchard Street (West side)	From West Webster Street to the first alley south of West Belden Avenue;
North Orchard Street (East side)	From West Webster Street to the first alley southwest of North Lincoln Avenue -- at all times -- Zone 142;
North Bernard Street (Both sides)	From the first alley north of West Lawrence Avenue to West Argyle Street - - at all times;
West Carmen Avenue (Both sides)	From 5200 west to 5300 west -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
North Central Park Avenue (Both sides)	From West Waveland Avenue to West Grace Avenue -- at all times;
North Chester Avenue	From West Catalpa Avenue to West Catherine Avenue (east side) of North Chester Avenue -- at all times -- Zone B.P.D.;
South Claremont Avenue (East side)	Between West 34th Street to West 35th Street -- at all times;
West Eastwood Avenue	From North Spaulding Avenue to North Kimball Avenue -- at all times;
South East End Avenue (Both sides)	From the first alley south of East 79th Street to the first alley northeast of South South Chicago Avenue -- 6:00 P.M. to 12:00 Midnight;
North Elbridge Avenue	To the first east/west alley south of West Belmont Avenue -- at all times;

Street	Limits
West Flournoy Street	From South Springfield Avenue to the first alley west of South Pulaski Road -- at all times;
West Haddon Avenue (South side)	From 4400 west to 4500 west -- 6:00 P.M. on Fridays to 9:00 P.M. on Sundays;
North Harding Avenue (Both sides)	From West Potomac Avenue to the first alley south of West Grand Avenue -- at all times;
South Harding Avenue (West side)	From West 48th Street to West 49th Street -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday;
South Harvard Avenue (Both sides)	From West 121st Street to West 122nd Street -- 6:00 A.M. to 10:00 A.M. -- Monday through Friday;
South Houston Avenue (East side)	From East 134th Street to first east/west alley north of South Brainard Avenue and on South Houston Avenue (west side) from East 134th Street to second east/west alley north of South Brainard Avenue -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
South Indiana Avenue (Both sides)	From East 94th Street to East 94th Street -- at all times;
North Kenneth Avenue	From West Cullom Avenue to the first east-west alley south of West Montrose Avenue -- at all times;
North Kostner Avenue (East side)	From the first east/west alley north of West Division Street to the first east/west alley south of West North Avenue -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;
North La Crosse Avenue (East side)	From the first alley north of North Elston Avenue to a point 416 feet north thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

Street	Limits
South LaSalle Street (Both sides)	At 9500 to 9600 -- 8:00 A.M. to 10:00 P.M. -- Monday through Friday;
North Lawler Avenue (Both sides)	From West Le Moyne Street to the first alley south of West North Avenue -- 6:00 P.M. to 12:00 Midnight;
South Lawndale Avenue (West side)	From West 47th Street to the first alley north of South Archer Avenue -- 6:00 A.M. to 10:00 P.M. -- everyday;
North Long Avenue	From West Catalpa Avenue to the first alley south of North Elston Avenue -- at all times;
North Lowell Avenue (Both sides)	From West Devon Avenue to West Highland Avenue -- at all times;
North McVicker Avenue (Both sides)	From West Wabansia Avenue to West Bloomingdale Avenue -- at all times;
North May Street (West side)	From the first alley north of West Chicago Avenue to West Chestnut Street and on North May Street (east side) from the first alley north of West Chicago Avenue to West Fry Street -- at all times;
North Meade Avenue (Both sides)	From West Belden Avenue to the first alley south of West Fullerton Avenue on (west side) and West Fullerton Avenue on (east side) -- at all times;
West Melrose Avenue (Both sides)	From North Keeler Avenue to North Kildare Avenue -- at all times;
South Mozart Street (West side)	From West 55th Street to West 56th Street and on South Mozart Street (east side) from the first alley south of West 55th Street to West 56th Street -- at all times;
South Mozart Street	From the first alley southeast of South Archer Avenue to West 42nd Street -- at all times;

Street	Limits
North Napoleon Avenue (West side)	Between North Navarre Avenue and North Nagle Avenue -- at all times;
North Neola Avenue	At 6000 and 6100 -- at all times;
North Newark Avenue	At 6300 block -- at all times;
North Newland Avenue (East side)	From the first alley north of West Gunnison Street to West Strong Street -- at all times;
North North Park Avenue (Both sides)	From West Schiller Street to a point 142 feet south of West North Avenue -- at all times;
West Norwood Street (Both sides)	From North Greenview Avenue to the first north/south alley east of North Clark Street -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;
North Oconto Avenue (Both sides)	At 5847 to 5970 block -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;
North Odell Avenue	At 5501 -- 5509 and 7232 -- 7341 West Catalpa Avenue -- at all times;
West Ohio Street (South side)	From North Oakley Avenue to the first alley east of North Western Avenue and on West Ohio Street (north side) from the first alley west of North Oakley Avenue to the first alley east of North Western Avenue -- at all times;
West Ohio Street	From North Leavitt Street to 140 feet east of North Oakley Avenue -- 3:00 A.M. to 4:30 P.M. -- Monday through Friday;
North Parkside Avenue	From West Schubert Avenue to first alley south of West Diversey Avenue -- at all times;
West Pensacola Avenue (Both sides)	From the first northwest/southeast alley west of North Milwaukee Avenue to North Laramie Avenue -- at all times;



Street	Limits
West Roscoe Street	At 4900 block -- at all times;
North Rutherford Avenue (Both sides)	From the first alley north of West North Avenue to West Wabansia Avenue -- at all times;
North St. Louis Avenue (Both sides)	From West Leland Avenue to the first alley south of West Lawrence Avenue -- at all times;
South Sangamon Avenue (Both sides)	From the first alley south of West 79th Street -- at all times;
South Springfield Avenue (West side)	From West 48th Street to West 49th Street and on South Springfield Avenue (east side) from West 48th Street to the first alley north of West 49th Street -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
West Strong Street (Both sides)	From 5100 west to 5200 west -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
West Talcott Avenue (North side)	Between North Oconto Avenue and North Odell Avenue -- 3:00 A.M. to 3:00 P.M. -- Monday through Friday;
West Talcott Avenue (South side)	From 7331 west to 7363 west -- at all times;
North Tripp Avenue	From the first east/west alley south of West Irving Park Road to West Byron Street -- at all times;
North Troy Street (Both sides)	In the 2900 block -- at all times;
South Vanderpoel Avenue (Both sides)	From West 96th Street to West 97th Street -- at all times;
South Vanderpoel Avenue	From West 97th Street to West 99th Street -- at all times;

Street	Limits
West Wabansia Avenue (Both sides)	From North Rutherford Avenue to North Normandy Avenue -- at all times;
South Walden Parkway (West side)	From 10206 south to 10230 south -- at all times;
North West Circle Avenue (Both sides)	In the 5700 block -- at all times;
South Whipple Street (Both sides)	From West 62nd Street to the first alley north of West 63rd Street -- at all times;
North Winchester Avenue (Both sides)	From the first alley north of West Chicago Avenue to West Iowa Street -- at all times;
South Winchester Avenue	From the first alley south of West 95th Street to West 96th Street -- at all times;
West 25th Street (Both sides)	From the first alley west of South Pulaski Road to South Karlov Avenue -- at all times;
West 40th Street (Both sides)	From the first alley west of South California Avenue to South Francisco Avenue -- 7:00 A.M. to 7:00 P.M., Monday through Friday;
West 40th Place (Both sides)	From South California Avenue to South Francisco Avenue -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday;
West 41st Street (North side)	From South California Avenue to South Fairfield Avenue -- 7:00 A.M. to 6:00 P.M. -- Sunday through Saturday;
East 46th Street (North side)	In the 900 block -- at all times;
West 48th Street (North side)	From South LaCrosse Avenue to the first alley east of South Cicero Avenue -- at all times;

Street	Limits
West 77th Street (Both sides)	West 77th Place, between South Lafayette Avenue and South Perry Avenue and on West 78th Street and West 78th Place (both sides) between South Lafayette Avenue and South Perry Avenue and on South Perry Avenue (east side) from West 77th Street to the first alley north of West 79th Street -- at all times;
West 92nd Street (Both sides)	From South Damen Avenue to South Hoyne Avenue -- at all times;
East 113th Street (South side)	From South Forest Avenue to South Calumet Avenue -- at all times;
West 119th Street (North side)	From South Vincennes Avenue to South Longwood Drive -- at all times.

**SECTION 2.** This ordinance shall take effect and be in force hereinafter its passage and publication.

---

*Amendment Of Residential Permit Parking Zones.*

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

**SECTION 1.** Amend ordinance by striking: "the 5300 block of West Dakin Street -- Zone 133".

**SECTION 2.** Amend ordinance by striking: "the 5600 block of West Eddy Street -- Zone 10".

**SECTION 3.** Amend ordinance by striking: "4700 and 4800 blocks of North Kilbourn Avenue -- Zone 160".

**SECTION 4.** Amend ordinance by striking: "South Oak Park Avenue (both sides) between West 56th Street and the first alley south of West Archer Avenue -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday" and inserting: "South Oak Park Avenue (west side) between West 56th Street and the first alley south of West Archer Avenue -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday and South Oak Park Avenue (east side) between

West 56th Street and the first alley south of West Archer Avenue -- 4:00 P.M. to 9:00 A.M. -  
- Monday through Friday -- Zone 30".

SECTION 5. Amend ordinance passed December 16, 1987, page 7457 related to 7200 --  
7322 West Talcott Avenue by striking: "at all times" and inserting: "8:00 A.M. to 4:00  
P.M."

SECTION 6. Amend ordinance by striking: "West 53rd Street (south side) from South  
Kilpatrick Avenue to the first alley east thereof -- 8:00 A.M. to 5:00 P.M., Monday through  
Friday -- Zone 4".

SECTION 7. Repeal ordinance for 3700 block of West 83rd Street -- Zone 165.

SECTION 8. This ordinance shall take effect and be in force hereinafter 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
South Aberdeen Avenue (East side)	Between West Adams Street and the first alley north thereof.
North Lawndale Avenue	In the 4300 block, starting at approximately 4353 North Lawndale Avenue and ending at the first alley south of West Montrose Avenue (east side);
West George Street (South side)	Along the northwest railroad tracks, between North California Avenue and a point 175 feet east thereof;

Street	Limits
West Irving Park Road	At 5922 (alongside on North Mason Avenue (east side) from West Irving Park Road to the first alley north thereof).
South Kolmar Avenue (East side)	From South Archer Avenue to the first alley south thereof.
North Lawndale Avenue	In the 3000 block of North Lawndale Avenue from North Milwaukee Avenue to the first alley north of North Milwaukee Avenue (west side);
North Long Avenue	From North Elston Avenue to 94 feet south thereof.
West 51st Street (South side)	From South Kenneth Avenue to South Kilbourn Avenue.
West 63rd Street	At 6501 (alongside on South Natchez Avenue (west side) from West 63rd Street to the first alley south thereof).

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

---

THROUGH TRAFFIC PROHIBITED ON PORTIONS OF  
SPECIFIED PUBLIC WAYS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Traffic Control and Safety, to which were referred (February 1, March 29 and May 24, 1989) proposed orders for Through Traffic Prohibited, 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-200 of the Municipal Code of Chicago, the following streets between the limits indicated are hereby designated as through traffic prohibited:

Street	Limits
Entrances to the northwest alley bounded by	North Ashland Avenue, North Clark Street, West Balmoral Avenue and West Summerdale Avenue;
Entrances to the first north/south alley south of	West Belmont Avenue, between North Meade Avenue and North Austin Avenue;
First alley north of	West Pershing Road, between South Wolcott Avenue and South Honore Street;

Street	Limits
Alley bounded by	West 62nd Street, West 63rd Street, South Normandy Avenue and South Natoma Avenue;
North/south alley bounded by	West 62nd Street, West 63rd Street, South Natoma Avenue and South Nashville Avenue.

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

---

TRAFFIC LANE TOW-AWAY ZONES ESTABLISHED  
AND AMENDED ON PORTIONS OF  
SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Traffic Control and Safety, to which were referred (October 28, 1987, March 30, and October 14, 1988, January 18, March 8, 29, April 26, May 10, 24, and June 14, 28, 1989) proposed ordinances to establish and amend traffic lane tow-away zones 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, Garcia, 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, Schuler, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

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

*Establishment Of Traffic Lane Tow-Away Zones.*

*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 hours of prohibition along said routes:

Public Way	Limits And Time
West Arcade Place (North side)	From a point 20 feet west of South Franklin Street, to a point 48 feet west thereof -- at all times;
First east/west alley south of	East Chicago Avenue, between North Michigan Avenue and North Rush Street -- at all times;
City Front Plaza Drive (Both sides)	From upper East Illinois Street to upper East North Water Street -- at all times;
North Cleveland Avenue (East side)	From a point 230 feet south of West Fullerton Parkway, to a point 24 feet south thereof -- at all times;



Public Way	Limits And Time
North Clinton Street (West side)	From a point 100 feet north of West Randolph Street, to a point 80 feet north thereof -- at all times;
South Franklin Street (East side)	From West Monroe Street to the first alley south thereof -- at all times;
North Fremont Street (East side)	From a point 70 feet south of West Bradley Place, to a point 60 feet south thereof -- at all times;
West Fulton Boulevard (North side)	From a point 117 feet west of North Ashland Avenue, to a point 173 feet west thereof -- at all times;
West Hawthorne Place (South side)	From a point 316 feet west of North North Lake Shore Drive 369 feet west thereof -- school days only;
North Hudson Avenue (East side)	From a point 47 feet north of West Erie Street, to a point 33 feet north thereof -- at all times;
Upper East Illinois Street (Both sides)	From North Michigan Avenue to City Front Plaza Drive -- at all times;
South Kilbourn Avenue (West side)	From West 50th Street to West 51st Street -- at all times;
South Kostner Avenue (East side)	From Archer Avenue to the first alley south thereof -- at all times;
South Kostner Avenue (East side)	From West 55th Street to West 54th Street -- at all times;
South Marshfield Avenue (West side)	From a point 155 feet north of West 46th Street, to a point 35 feet north thereof -- 6:00 A.M. to 5:00 P.M. -- Monday through Friday;
West Menomonee Street	At 331 -- at all times;
North Michigan Avenue (Lower level/west side)	From a point 180 feet north of East South Water Street, to a point 40 feet north thereof -- at all times;

Public Way	Limits And Time
West Monroe Street (South side)	From South Franklin Street to a point 233 feet east thereof -- at all times;
South Neva Avenue (Both sides)	From Archer Avenue to the first alley north thereof -- at all times;
Upper East North Water Street (Both sides)	From North Columbus Drive to City Front Plaza Drive -- at all times;
North Sheridan Road (South side)	From a point 395 feet east of North Pine Grove Avenue, to a point 10 feet east thereof -- at all times;
North Wells Street (East side)	From a point 97 feet south of West Oak Street, to a point 50 feet south thereof -- at all times;
North Rush Street (East side)	From a point north of East Ontario Street, to a point 14 feet north thereof -- at all times;
West 51st Street (North side)	From South Springfield Avenue to South Pulaski Road -- at all times;
West 51st Street (South side)	From South Tripp Avenue to the first alley east thereof -- at all times;
East 55th Street (South side)	From a point 164 feet east of South Blackstone Avenue, to a point 68 feet east thereof and East 55th Street (south side) from a point 138 feet west of South Blackstone Avenue, to a point 66 feet west thereof; and
East 55th Place (North side)	From a point 166 feet east of South Blackstone Avenue, to a point 50 feet east thereof and East 55th Place (north side) from a point 110 feet east of South Dorchester Avenue, to a point 66 feet east thereof -- at all times;
West 55th Street	At 4547 -- 4551 -- at all times.

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

---

*Amendment Of Traffic Lane Tow-Away Zone.*

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

SECTION 1. Amend ordinance passed April 1, 1987, page 41102 which reads: "The following location is hereby designated as a traffic lane tow-away zone -- North Wabash Avenue (east side) from East Superior Street to a point 91 feet south thereof -- at all times" by striking the words: "91 feet" and inserting in lieu thereof the words: "111 feet".

SECTION 2. This ordinance shall take effect and be in force hereinafter 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, September 13, 1989.

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

Your Committee on Traffic Control and Safety, to which were referred (October 28 and December 9, 1987, January 27, February 25, May 11, June 22, July 13, September 22, October 14, November 16 and 30, 1988, January 18, February 26, March 3, 8, 29, April 26, May 10 and 24, 1989) proposed orders to erect and amend traffic warning signs and traffic control signals, begs leave to recommend that Your Honorable Body do Pass the proposed substitute ordinance and proposed substitute order submitted herewith.

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

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,  
*Chairman.*

On motion of Alderman Laurino, the said proposed substitute ordinance and proposed substitute order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

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

*Erection 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 North Albany Avenue and West Roscoe Street	"All-Way Stop" sign;
Stopping West Ardmore Avenue for North Oriole Avenue	"Three-Way Stop" sign;
North Avondale Avenue at the intersection of North Keystone Avenue and West Byron Street	"All-Way Stop" sign;
North Avondale Avenue at North Springfield Avenue	"One-Way Stop" sign;

Street	Type Of Sign
North Avondale Avenue at North Hamlin Avenue	"Two-Way Stop" sign;
East/westbound traffic on West Balmoral Avenue at North Laporte Avenue	"Stop" sign;
West Balmoral Avenue and North Paulina Street	"All-Way Stop" sign;
West Belden Avenue for North Commonwealth Avenue	"Two-Way Stop" sign;
East/westbound traffic on West Berwyn Avenue at North Laporte Avenue	"Stop" sign;
West Birchwood Avenue for North Ozark Avenue	"Stop" sign;
West Bryn Mawr Avenue and North Central Park Avenue and West Bryn Mawr Avenue and North Monticello Avenue	"Two-Way Stop" sign;
South Carpenter Street and West 80th Street	"All-Way Stop" sign;
East/westbound traffic on West Catalpa Avenue at North Laporte Avenue	"Stop" sign;
South Christiana Avenue for West 43rd Street	"Three-Way Stop" sign;
South Christiana Avenue for West 44th Street	"Stop" sign;
South Coles Avenue and East 78th Street	"All-Way Stop" sign;
West Cornelia Avenue at intersection of North Leavitt Street	"Stop" sign;

Street	Type Of Sign
East/westbound traffic on West Cornelia Avenue at intersection of North Elaine Place	"Stop" sign signals;
South Crandon Avenue and East 89th Street	"All-Way Stop" sign;
Stopping South Drake Avenue for West 43rd Street	"Stop" sign;
Stopping South Drake Avenue for West 44th Street	"Three-Way Stop" sign;
Stopping South Drake Avenue for West 45th Street	"Two-Way Stop" sign;
West Foster Avenue and North East River Road	"Three-Way Stop" sign;
Stopping West Eastwood Avenue for North Mobile Avenue	"Stop" sign;
West Foster Avenue and North Oketo Avenue	"Four-Way Stop" sign;
Stopping South Francisco Avenue for West 38th Place	"Stop" sign;
Stopping South Francisco Avenue for West 42nd Street	"Stop" sign;
West Glenlake Avenue and North Kenmore Avenue	"Four-Way Stop" sign;
West Glenlake Avenue and North Winthrop Avenue	"Four-Way Stop" sign;
East/westbound traffic on West Goethe Street at North LaSalle Drive	Automatic traffic control signals;
West Grace Street and North Austin Avenue	Automatic traffic control signals;
West Granville Avenue and North Hamlin Avenue	"All-Way Stop" sign;

Street	Type Of Sign
West Granville Avenue and North Avers Avenue	"All-Way Stop" sign;
West Gunnison Street westbound at North Neva Avenue	"No Right Turn -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday";
South Hermitage Avenue and West 46th Street	"All-Way Stop" sign;
West Hubbard Street and North LaSalle Street	Automatic traffic control signals;
West Iowa Street and North Massasoit Avenue	"Stop" sign;
Stopping South Kedvale Avenue for West 46th Street	"One-Way Stop" sign;
Stopping South Keeler Avenue for West 49th Street	"One-Way Stop" sign;
North Kimball Avenue that wants to turn left at North Lincoln Avenue	Left turn arrow for traffic turning north;
Stopping South Komensky Avenue for West 44th Street	"Stop" sign;
North Kostner Avenue for West Wrightwood Avenue	"All-Way Stop" sign;
South Lamont Avenue for West 51st Street	"One-Way Stop" sign;
North Laramie Avenue and West Ainslie Street	"All-Way Stop" sign;
North Linder Avenue for West Pensacola Avenue	"Three-Way Stop" sign;
Stopping South Lockwood Avenue at West 53rd Place	"Two-Way Stop" sign;
South Loomis Street at intersection of South Hillcock Avenue	"No Right Turn -- 3:00 P.M. to 6:00 P.M." signs;

Street	Type Of Sign
South Loomis Street at South Eleanor Street	"No Right Turn -- 3:00 P.M. to 6:00 P.M." signs:
Stopping South Lowe Avenue for West 117th Street	"Stop" sign:
South McVicker Avenue at West 58th Street	"All-Way Stop" sign:
North Mango Avenue and West Belden Avenue	"All-Way Stop" sign:
Stopping South Manistee Avenue for East 96th Street	"Stop" sign:
Stopping South Maplewood Avenue for West 42nd Street	"Stop" sign:
Stopping North Monitor Avenue for West Sunnyside Avenue	"Stop" sign:
Stopping South Mozart Street for West 44th Street	"Three-Way Stop" sign:
North Nagle Avenue and North Avondale Avenue	Automatic traffic control signals:
Stopping North Natchez Avenue for West Carmen Avenue	"Stop" sign:
South New England Avenue and West 56th Street	"All-Way Stop" sign:
South Nordica Avenue and West 58th Street	"All-Way Stop" sign:
Stopping South Normal Boulevard for West 62nd Street	"All-Way Stop" sign:
Stopping South Nottingham Avenue for West 56th Street	"Stop" sign:
Stopping South Oakley Street for West 104th Street	"Two-Way Stop" sign:



Street	Type Of Sign
South Oak Park Avenue and West 59th Street	"All-Way Stop" sign;
North Oconto Avenue and West Talcott Avenue	"Three-Way Stop" sign;
North Oketo Avenue and West Talcott Avenue	"Three-Way Stop" sign;
Stopping North Olcott Avenue for West Berwyn Avenue	"Four-Way Stop" sign;
West Patterson Avenue at intersection of North Leclaire Avenue	"Stop" sign;
North/southbound traffic on North Paulina Street at intersection of West Summerdale Avenue	"Stop" sign;
Stopping South Peoria Street for West 116th Place	"Stop" sign;
South Peoria Street and West 86th Street	"All-Way Stop" sign;
Stopping North Pittsburgh Avenue for West Grace Street	"Stop" sign;
Stopping North Plainfield Avenue for West Waveland Avenue	"Four-Way Stop" sign;
Stopping North Richmond Street for West Hollywood Avenue	"Four-Way Stop" sign;
Stopping North Ridgeway Avenue for West School Street	"Four-Way Stop" sign;
South Ridgeway Avenue at West 51st Street	"Stop" sign;
West Rosemont and North Hamlin Avenues	"All-Way Stop" sign;
West Rosemont and North Avers Avenues	"All-Way Stop" sign;

Street	Type Of Sign
Stopping South St. Louis Avenue for West 45th Street	"Stop" sign;
South Sangamon Street at inter- section of West 78th Street	"Stop" sign;
Stopping South Sawyer Avenue for West 43rd Street	"Stop" sign;
East/westbound traffic on West Strong Street at North McVicker Avenue	"Stop" sign;
Stopping South Talman Avenue for West 110th Street	"Two-Way Stop" sign;
Stopping South Talman Avenue for West 46th Street	"Stop" sign;
Stopping South Talman Avenue for South Brighton Place	"Stop" sign;
Stopping South Trumbull Avenue for West 43rd Street	"Three-Way Stop" sign;
Stopping North Wayne Avenue for West Ardmore Avenue	"Three-Way Stop" sign;
West Wellington Avenue and North Tripp Avenue	"Three-Way Stop" sign;
North West Circle Avenue, North Nickerson Avenue and West Peterson Avenue	"Five-Way Stop" sign;
South Whipple Street and West 56th Street	"All-Way Stop" sign;
Stopping West Windsor Avenue for North Hazel Street	"Stop" sign;
North Wolcott Avenue and West Sunnyside Avenue	"All-Way Stop" sign;

Street	Type Of Sign
Stopping West 34th Street for South Hamilton Avenue	"Three-Way Stop" sign;
West 38th Street and South Washtenaw Avenue	"All-Way Stop" sign;
West 40th Street and South Artesian Avenue	"All-Way Stop" sign;
Stopping West 43rd Street at South Whipple Avenue	"All-Way Stop" sign;
Stopping West 44th Street for South Trumbull Avenue	"Stop" sign;
Stopping West 44th Street for South Albany Avenue	"Stop" sign;
Stopping West 44th Street for South Homan Avenue	"Stop" sign;
Stopping West 44th Street for South St. Louis Avenue	"Stop" sign;
Stopping West 45th Street for South Trumbull Avenue	"Stop" sign;
East/westbound traffic on East 46th Street at intersection of South Ellis Avenue	"Stop" sign;
Stopping West 46th Street for South Spaulding Avenue	"Stop" sign;
Stopping West 48th Street for South Keeler Avenue	"Stop" sign;
East/westbound traffic on West 48th Street at intersection of South La Crosse Avenue	"Stop" sign;
East/westbound traffic on West 49th Street at intersection of South Lawler Avenue	"Stop" sign;

Street	Type Of Sign
East/westbound traffic on West 50th Place at intersection of South Ridgeway Avenue	"Stop" sign;
Stopping West 54th Street for South Hamlin Avenue	"Two-Way Stop" sign;
Stopping West 58th Street for South Menard Avenue	"Two-Way Stop" sign;
West 58th Place and South Hamlin Avenue	"All-Way Stop" sign;
East/westbound traffic on West 59th Street at intersection of South New England Avenue	"Stop" sign;
Stopping West 60th Street for South Natchez Avenue	"All-Way Stop" sign;
West 62nd Street and South Neenah Avenue	"All-Way Stop" sign;
West 78th Street for South Sangamon Street	"Stop" sign;
East 90th Street and South Harper Avenue	"All-Way Stop" sign;
Stopping West 98th Street for South Wallace Avenue	"Stop" sign;
East/westbound traffic on West 107th Street at intersection of South Eberhart Avenue	"Stop" sign;
Stopping West 107th Place for South Bell Avenue	"Two-Way Stop" sign;
Stopping West 108th Place for South Bell Avenue	"Three-Way Stop" sign.

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

*Amendment Of Traffic Warning Signs.*

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

SECTION 1. Amend ordinance passed February 3, 1987, page 39243, which reads: "North Naper Avenue and West Raven Street -- 'Four-Way Stop' sign" by striking: "Four-Way Stop sign" and inserting: "Two-Way Stop" sign stopping North Naper Avenue for West Raven Street.

SECTION 2. Amend ordinance passed November 16, 1988, page 19301 by striking: "North Navarre Avenue for North Naper Avenue -- 'Two-Way Stop' sign" and inserting: " 'Four-Way Stop' sign".

SECTION 3. Amend ordinance passed December 14, 1988, page 21528 by striking: "North Octavia Avenue and North Onarga Avenue -- 'One-Way Stop' sign" and inserting: " 'Three-Way Stop' sign".

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

---

*Erection Of Miscellaneous Signs.*

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

SECTION 1. Pursuant to the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to establish miscellaneous signs as follows:

Street	Distance
South Wentworth Avenue (East side)	From a point 60 feet south of West 24th Street, to a point 40 feet south thereof -- Bus Shuttle Bus Stand signs -- 11:00 A.M. to 1:00 P.M.;
South Wentworth Avenue (West side)	From a point 100 feet south of West 24th Street, to a point 40 feet south thereof -- Bus Shuttle Bus Stand signs -- 11:00 A.M. to 1:00 P.M.;

Street	Distance
South Blue Island Avenue	From West 16th Street to West 21st Street -- No Parking -- 7:00 A.M. to 9:00 A.M. -- Street Cleaning (west side) -- Tuesday (east side) Thursday -- Tow-Away Zone;
West Cermak Road	From South Ashland Avenue to South Marshall Boulevard -- No Parking -- 7:00 A.M. to 9:00 A.M. -- Street Cleaning (north side) -- Tuesday (south side) Thursday -- Tow-Away Zone;
West Devon Avenue	North Kedzie Avenue to North Damen Avenue (south side) West Devon Avenue -- No Parking -- 6:00 A.M. to 9:00 A.M. -- Monday, Wednesday, Friday -- Street Cleaning -- April 15 to November 15 -- Tow-Away Zone -- north side of West Devon Avenue -- No Parking -- 6:00 A.M. to 9:00 A.M. -- Tuesday -- Thursday -- Street Cleaning -- April 15 to November 15 -- Tow-Away Zone;
West 18th Street	From South Western Avenue to South Canal Street -- Tuesday (north side) 7:00 A.M. to 9:00 A.M. -- Thursday (south side) 7:00 A.M. to 9:00 A.M. -- Street Cleaning.

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

---

**WEIGHT LIMITATIONS ESTABLISHED ON PORTIONS OF  
SPECIFIED STREETS.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 13, 1989.

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

Your Committee on Traffic Control and Safety, to which were referred (September 22 and November 16, 1988, April 26, May 24 and July 13, 1989) proposed ordinances to limit the weights 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 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, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Meil, Austin, Kotlarz, Banks, Giles, Callerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schalter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-418 of the Municipal Code 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 purposes of delivering or picking up material or merchandise) shall be as follows:

Public Way	Limits And Maximum Load
North Dayton Avenue	In the 2100 block -- 5 tons:
West Dickens Avenue	From North Austin Avenue to North Narragansett Avenue -- 5 tons:
South Lockwood Avenue	From South Archer Avenue to West 55th Street -- 5 tons:
South Sayre Avenue	From West 62nd Place to West 63rd Street -- 5 tons:
West 39th Place	From South Archer Avenue to South Campbell Avenue -- 5 tons.

SECTION 2. This ordinance shall take effect and be in force hereinafter 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 recommendation?*" 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.



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, September 13, 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 (January 14, 1987, December 9, 1987, January 27, 1988, February 25, 1988, March 30, 1988, April 13, 1988, May 11 and 25, 1988, June 22, 1988, July 13 and 29, 1988, September 22, 1988, October 14, 1988, November 16, 1988, December 14 and 21, 1988, January 18, 1989, February 1 and 16, 1989, March 8 and 29, 1989, April 26, 1989, May 10 and 24, 1989, June 14 and 28, 1989) concerning traffic regulations and traffic signs, et cetera as follows:

*Parking Prohibited At All Times:*

South Avers Avenue	At 2641 (driveway);
West Barry Avenue	At 1516 (between parking meter and alley entrance);
South Bishop Street	At 6400;
West Bloomingdale Avenue	At 4849;
South Bonaparte Street	At 2963;
West Cahill Avenue	At 7892;
West Cahill Terrace	At 7892;
West Carmen Avenue	At 2550;
West Chicago Avenue	At 2148;
West Congress Parkway	At 5336;
North Edens Parkway (West side)	From West Catalpa Avenue, to a point 15 feet north thereof;

West Haddon Avenue	At 2744;
West Hubbard Street	At 6;
West Huron Street (South side)	Which is in back of 536 West Erie Street;
North Kamerling Avenue	At 4341;
North Kilbourn Avenue	At 2300 (entrance to parking lot);
North Kilbourn Avenue	At 2300 (in front of loading dock);
South Kingston Avenue	At 7743;
South Kolin Avenue	At 6152;
South Kolmar Street	At 6218;
South Loomis Street	At 319;
North Maplewood Avenue	At 4133;
West North Avenue	At 4244;
North North Branch Street	At 1200;
North Pine Grove Avenue	At 2738;
South Richmond Street	At 5921;
North Sacramento Avenue	At 1009 (driveway);
West Superior Street	At 2010;
South Wentworth Avenue	From West 79th Street (southwest corner of alley);
South Whipple Street (East side)	At 10553;
West Wilcox Street	At 2930;
North Wolcott Avenue	At 1100;
West 23rd Street	From a point 120 feet west of South Western Avenue, to a point 120 feet west thereof;

West 31st Place	At 1036;
West 31st Street	At 4311;
West 63rd Street	At 6427;
West 63rd Place	At 5527;
East 104th Place	At 573;
West 110th Place	At 2515.

*Parking Prohibited During Specified Hours:*

North Cicero Avenue (East side)	From West School Street to West Melrose Street -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday;
West 110th Place (North side)	From South Western Avenue to South Oakley Avenue -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday.

*Parking Limited:*

West Higgins Avenue	At 7001 -- 1 hour -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday;
North Kilbourn Avenue	At 2300 -- in front of main entrance -- 2 hours -- at all times;
North Kilbourn Avenue	At 2300 -- end of lot line -- 2 hours -- at all times;
South Ogden Avenue	At 2600 -- 30 minutes -- at all times;
West 31st Street	From North Keeler Avenue to a point 50 feet east thereof and from West 31st Street to the first alley south thereof -- 2 hours -- at all times.

*Loading Zone:*

North Ashland Avenue	At 2706 -- 2712 -- at all times;
----------------------	----------------------------------

North Avondale Avenue	At 6323 -- at all times:
West Belmont Avenue	At 7030 -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday:
North Central Avenue	At 3610 -- 2:00 P.M. to 9:00 P.M.:
West Cermak Road	At 2825 -- Monday through Thursday -- 11:00 A.M. to 9:30 P.M. -- Friday and Saturday -- 11:00 A.M. to 10:30 P.M. -- Sunday -- 1:00 P.M. to 9:00 P.M.:
North Clark Street	At 4860 -- 8:00 A.M. to 6:00 P.M. -- Sundays through Saturdays:
North Clybourn Avenue	At 1910 -- 7:00 A.M. to 8:00 P.M. -- Monday through Friday:
West Eddy Street	At 5618 -- 5626 -- at all times:
West Erie Street	At 219 -- Monday through Saturday -- 8:00 A.M. to 6:00 P.M.:
West Fulton Street	At 1610 -- 1640 -- at all times -- Sunday through Saturday:
East Hyde Park Boulevard	At 1519 (place signs in the rear -- two signs are needed) at all times -- no exceptions:
North Kedzie Avenue	At 4612 -- 4616 -- 3:00 A.M. to 6:00 P.M. -- Monday through Saturday:
North Lake Shore Drive	Place sign on West Cornelia Avenue at north side corner of North Lake Shore Drive and West Cornelia Avenue:
West Patterson Avenue	At 1809 -- 7:00 A.M. to 3:00 P.M. -- Monday through Friday:
South State Street	From a point 38 feet north of East Balbo Avenue, to a point 30 feet north thereof -- at all times:
West Wrightwood Avenue	At 5348 -- at all times.

*Miscellaneous Signs:*

"Do Not Block Intersection" signs at West 47th Street and South Springfield Avenue (for westbound traffic only);

"Do Not Enter" signs at South Damen Avenue (southbound frontage drive) at West Pershing Road;

"Slow Children Playing" signs at South Fairfield Avenue, between West 114th Street and West 115th Street; and at South Ridgeway Avenue, between South 105th Street and South 106th Street.

*Residential Permit Parking:*

South Hillock Street (Both sides)	From South Loomis Street to West 25th Street;
West Iowa Street	From first alley east of North Austin Boulevard to North Mayfield Avenue;
North Keeler Avenue (West side)	From North Sauganash Avenue to the first alley north (6020);
North Keeler Avenue (East side)	From North Sauganash Avenue to the first alley north (6021);
North Monticello Avenue (Both sides)	4500 block;
West Rice Street (Both sides)	From first alley of North Austin Boulevard to North Mayfield Avenue;
North Sauganash Avenue (East side)	From 6011 to 6079;
South Troop Street	From South Archer Avenue to South Eleanor Street;
North Tripp Avenue (West side)	From North Sauganash Avenue to the first alley north (6040 North Tripp Avenue);
North Tripp Avenue (East side)	From North Sauganash Avenue to the first alley north (6039 North Tripp Avenue);

West Walton Street  
(Both sides)

From first alley east of North Austin Boulevard to North Mayfield Avenue:

West Waveland Avenue  
(North side)

From North Elston Avenue to the first alley east of North Kimball Avenue.

*Service Drive And/Or Diagonal Parking:*

West 51st Street  
(South side)

From South Merrimac Avenue to the first alley east thereof.

*Single Direction:*

South Lock Street

From South Archer Avenue to the first viaduct north -- northerly;

West 37th Street

At South Seeley Avenue (posting to face South Seeley Avenue at the intersection) -- easterly;

West 58th Street

From South Morgan Street to South Halsted Street --easterly.

*Speed Limitation:*

West Leavitt Street

From 2200 to 2440 South Western Avenue -- 20 miles per hour;

West Talcott Road

Between North Harlem Avenue and North Oriole Avenue -- 20 miles per hour;

South Taylor Street

At 1000, at the intersection of West Harrison Street -- 20 miles per hour.

*Through Traffic Prohibited:*

Entrances to the

"T" alley bounded by Archer Avenue, West 50th Street, South Komensky Avenue and South Karlov Avenue;

Entrances to the "T" alley bounded by Archer Avenue, West 50th Street, South Karlov Avenue and South Kedvale Avenue;

Entrances to the Alley bounded by West 47th Street and West 48th Street, South Keeler and South Kedvale Avenues;

At the entrances To the east-west alley bounded by West 55th Street, (Archer Avenue) West 56th Street, South Nordica Avenue and South Nottingham Avenue.

*Tow-Away Zones:*

North Broadway From 2848 to West Surf Street -- at all times -- no exceptions;

North Clark Street At 6051 -- at all times;

South Fairfield Avenue North side of alley immediately south of and adjacent to location list from South Fairfield Avenue approximately 150 feet west thereof -- at all times;

West Irving Park Road At 1455 -- 1457 (both ends of driveway) -- at all times;

South Western Avenue At 5627, in the alleyway between South Western Avenue and South Claremont Avenue;

West 42nd Place From the first alley immediately west thereof (south side) of street.

*Traffic Warning Signs And Signals:*

(June 14, 1989) Automatic traffic control signals -- Archer Avenue and South Merrimac Avenue;

(October 14, 1988) Traffic signals -- North Austin Avenue, between West Addison Street and West Irving Park Road;

(May 24, 1989) "Four-Way Stop" signs -- West Byron Street and North Damen Avenue;

(January 14, 1987) Automatic traffic control signals -- West Catalpa Avenue and North Ashland Avenue;

(March 8, 1989) Automatic traffic control signals -- South California Avenue and West 36th Street;

(April 26, 1989) "Stop" signs -- for north and southbound traffic on South Central Park Avenue at the intersection of West 28th Street;

(May 10, 1989) "Four-Way Stop" signs -- North Clark Street and West Olive Avenue;

(April 26, 1989) "Stop" signs -- West Dakin Avenue at the intersection of North Meade Avenue;

(March 29, 1989) "Four-Way Stop" signs -- West Foster Avenue and North Paulina Street;

(April 26, 1989) "Stop" signs -- North Harding Avenue at the intersection of North Elston Avenue;

(March 29, 1989) "No Turn On Red -- 7:00 A.M. to 7:00 P.M." signs -- West Higgins Avenue and North Austin Avenue;

(January 18, 1989) "Stop" signs -- North and southbound traffic on South Dr. Martin Luther King, Jr. Drive at the intersection of East 97th Street;

(March 29, 1989) "Stop" signs -- Entrances of the first alley north of West Palmer Avenue and North Avers Avenue;

(May 24, 1989) "Four-Way Stop" signs -- West Strong Street and North Mulligan Avenue;

(March 29, 1989) Automatic traffic control signals -- West Warwick Avenue and North Austin Avenue;

(May 24, 1989) "Stop" sign -- West Webster Avenue, between North Clybourn Avenue and North Southport Avenue;

(April 26, 1989) "Stop" sign -- for north and southbound traffic on South Wentworth Avenue at the intersection of West 100th Street;

(April 26, 1989) "Three-Way Stop" sign -- on West 23rd Street (one-way street/easterly) and north-southbound traffic on South California Avenue;

(May 10, 1989) "All-Way Stop" sign -- on West 36th Street at the intersection of South Francisco Avenue;

(May 10, 1989) "Stop" sign -- for east and westbound traffic on East 42nd Street at the intersection of South Mozart Street;



(November 30, 1988) "Stop" sign -- for east and westbound traffic on West 47th Street and South Hamlin Avenue;

(June 22, 1988) Automatic traffic control signals -- West 47th Street and South Hamlin Avenue;

(April 26, 1989) Automatic traffic control signals -- at the intersection of East 50th Street and South Indiana Avenue;

(March 29, 1989) Automatic traffic control signals -- at the intersection of West 55th Street and South Meade Avenue;

(May 10, 1989) "Stop" sign -- West 56th Street and South Sayre Avenue;

(October 14, 1988) Automatic traffic control signals -- at the intersection of East 74th Street and South Stony Island Avenue;

(April 26, 1989) "Stop" sign -- for east and westbound traffic on West 76th Street at the intersection of South Lowe Avenue;

(April 26, 1989) "Stop" sign -- for east and westbound traffic on West 76th Street at the intersection of South Normal Avenue;

(September 22, 1988) "Stop" sign -- for westbound traffic in the first "T" alley east on East 79th Street between South Clyde Avenue and South Merrill Avenue;

(October 14, 1988) "Yield" sign -- for eastbound traffic on East 84th Street at the intersection of South Kimbark Avenue;

(May 10, 1989) "Stop" sign -- for east and westbound traffic on East 89th Street at the intersection of South Paxton Avenue;

(April 26, 1989) "Stop" sign -- for east and westbound traffic on East 98th Street and South Paxton Avenue.

*Weight Limitations:*

South Drake Avenue	From West 43rd Street to South Archer Avenue -- 5 tons;
South East End Avenue	8700 block -- 5 tons;
South Ridgeland Avenue	8200 block -- 5 tons;
West 43rd Street (Westbound)	From South Western Avenue to South Archer Avenue -- 5 tons.

*Amend Parking Prohibited At All Times:*

West Augusta Boulevard (South side)	At 3200;
North Western Avenue	At 6300 (alongside on West Rosemont Avenue);
West 22nd Place	At 2740 -- Permit 581.

*Amend Parking Prohibited During Specified Hours:*

North Montrose Avenue (South side)	Between North Clark Street and North Broadway -- 7:00 A.M. to 9:00 A.M.; (north side) between North Clark Street and North Broadway -- 4:00 P.M. to 6:00 P.M.
---------------------------------------	--

*Removal Of Parking Meters:*

North Broadway	At 2848 -- meter 9256;
North Clark Street	At 1117 -- meter 248-1096;
North Kedzie Avenue	At 4612 -- 4616 -- 3 meters;
North Wells Street	At 1241.

*Amend Single Direction:*

Amend ordinance related to North Sayre Avenue by striking: "from West Altgeld Street to West Fullerton Avenue" and inserting: "from West Fullerton Avenue to the first westbound alley north of West Fullerton Avenue -- southerly";

Striking: "North Sacramento Avenue from West Addison Street to West Irving Park Road -- northerly";

Removal of single direction signs at entrances to the first north/south alley west of North Sheridan Road, between West Granville Avenue and West Rosemont 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.

---

AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY  
AREA SHOWN ON MAP NUMBER 14-J.

The Committee on Zoning submitted the following report:

CHICAGO, September 13, 1989.

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

Reporting for your Committee on Zoning, which a meeting was held on September 6, 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 in which the plans of development were corrected and amended in their corrected form: Application Numbers 10500 and 10516.

The following ordinance failed to meet the committee's approval and did not pass: Application Number 10439.

Please let the record reflect that Alderman Lawrence Bloom abstained from voting on Application Number 10534.

This recommendation was concurred in by the respective members of the committee with no dissenting votes.

At this time, I move along with Alderman Stone that this report be deferred and published with the exception of Application Number 10522. In this particular situation, time is of the essence.

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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 14-J in area 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,

to those of a C3-2 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.

*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 Stone, *Deferred* and ordered published:

CHICAGO, September 13, 1989.

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

Reporting for your Committee on Zoning, for which a meeting was held on September 6, 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 in which the plans of development were corrected and amended in their corrected form: Application Numbers 10500 and 10516.

The following ordinance failed to meet the committee's approval and did not pass: Application Number 10439.

Please let the record reflect that Alderman Lawrence Bloom abstained from voting on Application Number 10534.

This recommendation was concurred in by the respective members of the committee with no dissenting votes.

At this time, I move along with Alderman Stone that this report be deferred and published with the exception of Application Number 10522. In this particular situation, time is of the essence.

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-F.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B6-7 Restricted Central Business District and C3-7 Commercial-Manufacturing District symbols and indications as shown on Map No. 1-F in the area bounded by:

West Court Place; North LaSalle Street; a line 85.01 feet south of and parallel to West Court Place; the alley next west of and parallel to North LaSalle Street; the alley next south of and parallel to West Court Place; and North Wells Street,

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 20,795 square feet (.48 acres) of real property bounded by West Court Place; North LaSalle Street; a line 85.01 feet south of and parallel to West Court Place; the alley next west of and parallel to North LaSalle Street; the alley next south of and parallel to West Court Place; and North Wells Street (the "Property"), as identified in the drawing attached hereto entitled "Boundary and Property Line Map". Legal title to the Property is held by Ahmanson Commercial Development Company, 11111 Santa Monica Boulevard, Suite 2127, Los Angeles, California 90025.

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 adjustments 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 C3-7 Commercial-Manufacturing District, non-accessory public parking 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 Agency pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Agency.
7. The building to be erected pursuant to this planned development ordinance shall be constructed so as not to preclude its being connected to a pedestrian tunnel which may be built at a level beneath LaSalle Street for the purpose of permitting pedestrian traffic between and through City Hall and the proposed building. The applicant and the City acknowledge that the construction of such a tunnel is in the interests of both parties and agree to use all reasonable efforts to cause its development. The applicant shall design and construct the proposed building in a manner which will permit such pedestrian traffic to continue through a lower level of its building and to connect to a future pedestrian tunnel system at the

Wells Street property line of the site. Upon completion of the pedestrian tunnel beneath LaSalle Street and into City Hall, the applicant shall grant an easement to the City for public access through that portion of its property dedicated to pedestrian traffic beneath street level, which easement shall permit public access during normal business hours consistent with the applicant's right to secure and maintain its property. Should the pedestrian tunnel beneath LaSalle Street and into City Hall not be completed by the 20th anniversary of the passage of this planned development ordinance, all of the City's rights to an easement through the applicant's property and the requirement that the building not preclude connection to a future pedestrian tunnel system beneath LaSalle Street and at Wells Street shall lapse. In the event that the pedestrian tunnel system beneath LaSalle Street is completed but within ten (10) years after its completion no pedestrian tunnel system is completed to the Wells Street property line of the applicant's site, all of the City's rights relating to the connection to such a system at the west property line of its site shall lapse.

8. Off-street parking and loading facilities shall be provided in compliance with this Plan of Development and shall be subject to the review and approval of the Commissioner of Planning; provided, however, that the loading facilities shall also be subject to the review and approval of the Commissioner of Public Works. All entrances and exits to and from the parking garage portion of the proposed building shall be located on Wells Street.
9. The building proposed to be constructed contains a bay on the LaSalle Street frontage which projects over the public way, which projection over the public way shall not exceed 8.75 feet, starting at approximately the eighth story.
10. The applicant, at its expense, shall repave Court Place, between LaSalle Street and Wells Street, according to City standards.
11. For purposes of Floor Area Ratio (F.A.R.) calculations, all the definitions in the Chicago Zoning Ordinance shall apply except that in addition to the other exclusions from floor area, mechanical equipment floor space exceeding 5,000 square feet in a single location regardless of placement in the building shall not be included in the floor area. For the purpose of calculating F.A.R., no space devoted to off-street parking and loading shall be included.
12. 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.
13. 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.



14. This Plan of Development, consisting of fifteen (15) 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.
15. 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.

[Existing Zoning Map, Boundary and Property Line Map, Generalized Land Use Map and Existing Land Use Map printed on pages 4920 through 4923 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Business Planned Development No.* \_\_\_\_\_

*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
20,795 / .48	Any use permitted in the B6-7 Restricted Central Business District and C3-7 Commercial- Manufacturing District, non-accessory public parking and earth station receiving dishes	21.0	100%

Gross Site Area = Net Site Area: 20,795 square feet (.48 acres)  
 plus area to remain in public right-of-way: 10,613.66 square  
 feet (.24 acres) = 31,408.66 (.72 acres)

Off-Street Parking And Loading Controls:

Minimum number of off-street parking spaces:	0
Maximum number of off-street parking spaces:	260
Minimum number of off-street loading berths:	2

Bulk Regulations:

Minimum setbacks:

Wells Street:	20 feet at the first story above grade only, except that columns or piers supporting upper stories are permitted
---------------	--

All other boundaries:	0
-----------------------	---

---

*Reclassification Of Area Shown On Map No. 1-F.*

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

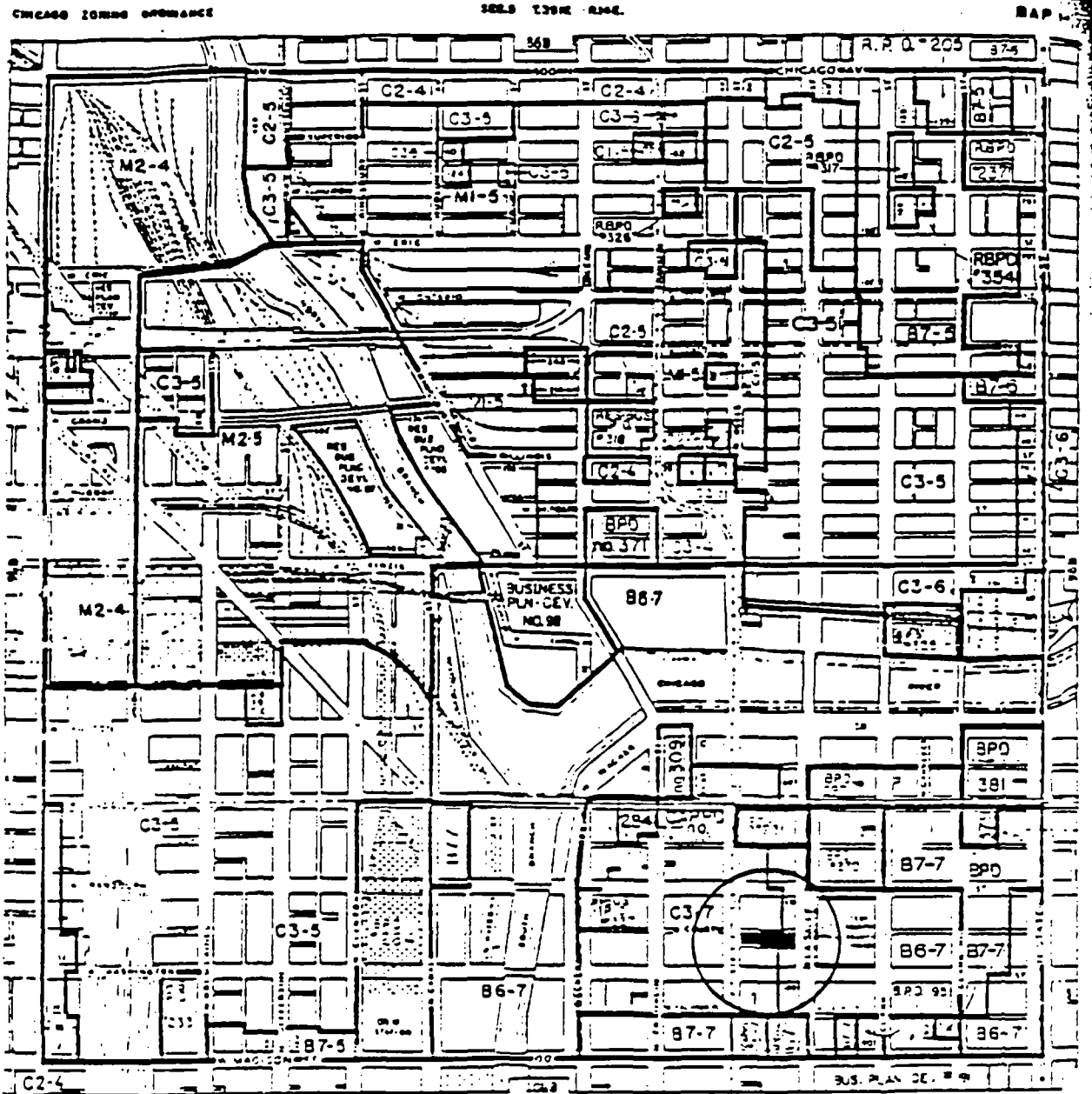
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B7-7 General Central Business District and the B6-7 Restricted Central Business District symbols and indications as shown on Map No. 1-F in the area bounded by:

West Randolph Street; North State Street; West Washington Street; North Dearborn Street; a line 51.17 feet south of West Court Place; a line 54 feet east of North Dearborn Street; a line 54.50 feet south of West Court Place; a line 80.02 feet east of North Dearborn Street; the center line of West Court Place; and North Dearborn Street,

to the designation of a Business Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

(Continued on page 4924)

# EXISTING ZONING MAP



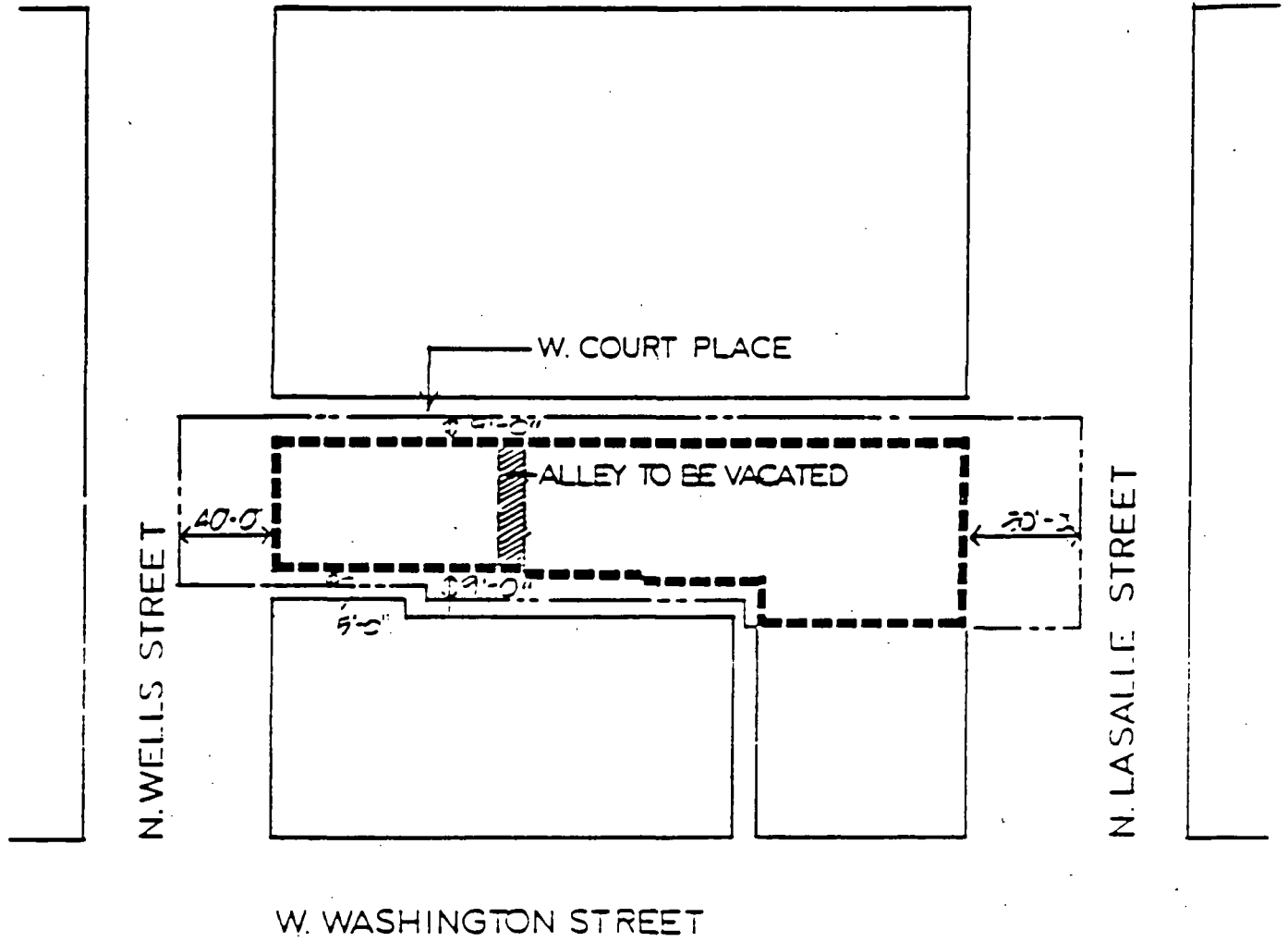
Subject Property Shaded

Applicant: Ahmanson Commercial Development Company  
 1111 Santa Monica Boulevard, Suite 2127  
 Los Angeles, California 90025

Date: May 10, 1989

# BUSINESS PLANNED DEVELOPMENT BOUNDARY & PROPERTY LINE MAP

W. RANDOLPH STREET



W. WASHINGTON STREET

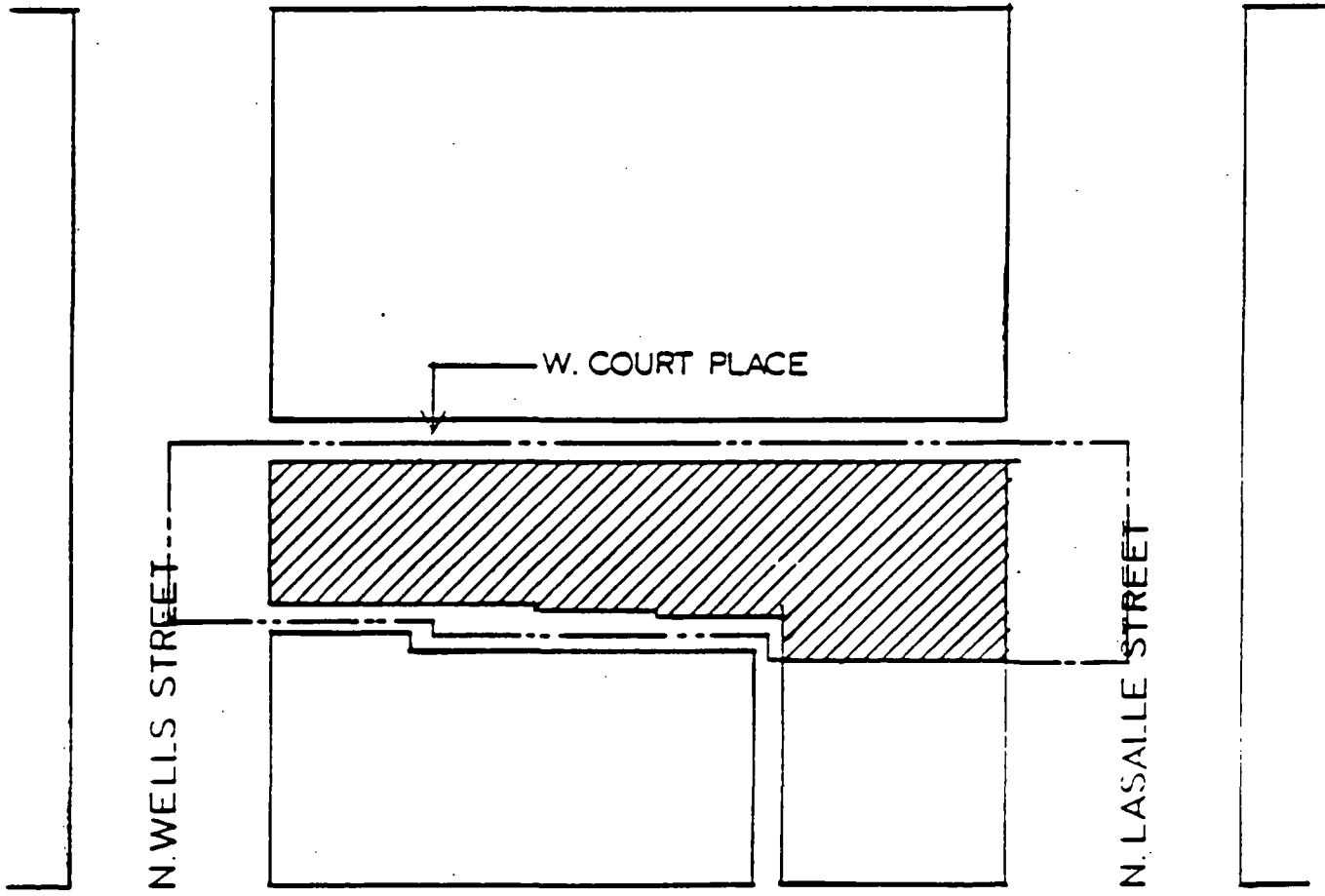


PROPERTY LINE   
 PLANNED DEVELOPMENT BOUNDARY 

Applicant: Ahmanson Commercial Development Company  
 11111 Santa Monica Boulevard, Suite 2127  
 Los Angeles, California 90025  
 Date: May 10, 1989

GENERALIZED LAND USE MAP

W. RANDOLPH STREET



W. COURT PLACE

N. WELLS STREET

N. LASALLE STREET

W. WASHINGTON STREET



PLANNED DEVELOPMENT BOUNDARY

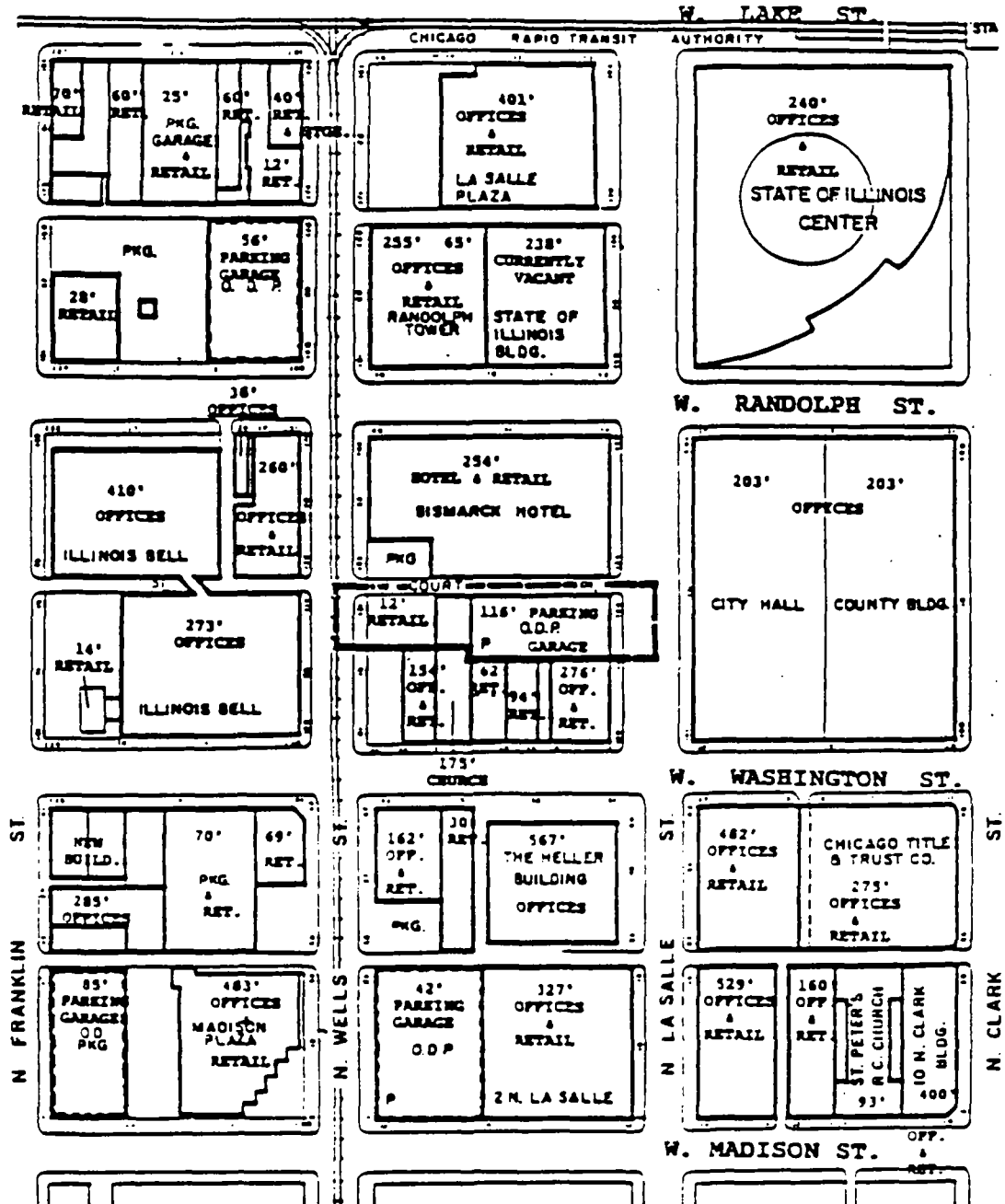
Any used permitted in the B6-7, Restricted Central Business District and the C3-7, Commercial-Manufacturing District, non Accessory Parking and Earth station receiving dishes



Applicant: Ahmanson Commercial Development Company  
 11111 Santa Monica Boulevard, Suite 2127  
 Los Angeles, California 90025

Date: May 10, 1989

EXISTING LAND USE MAP



PLANNED DEVELOPMENT BOUNDARY

**APPLICANT:** Ahmanson Commercial  
 Development Company  
 11111 Santa Monica Boulevard, Suite 2127  
 Los Angeles, California 90025  
**DATE:** May 10, 1989

(Continued from page 4919)

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 a phased Business Planned Development (the "Planned Development") consists of approximately 120,279 square feet or 2.76 acres of real property. However, for calculation of the maximum building area only, the net site area shall include the Commonwealth Edison substation and shall equal a total area of 124,441 square feet or 2.86 acres. It is bounded on the north by West Randolph Street; on the east by North State Street; on the south by West Washington Street and generally on the west by North Dearborn Street (the "Property"), as shown on the attached "Property Line and Planned Development Boundary Map". The various parcels comprising the property are separately owned by the City of Chicago and the applicant.
2. This Plan of Development consists of twelve (12) statements; an Existing Zoning Map, a Property Line and Planned Development Boundary Map, a Generalized Land Use Map, and a Table of Use and Bulk Regulations and Related Controls. The Plan of Development is applicable to the area delineated herein and these and no other controls shall apply to the delineated area, except for the terms and conditions contained in a Redevelopment Agreement between the City of Chicago and the applicant executed on October 22, 1987. This Plan of Development conforms to the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof, and satisfies the established criteria for approval as a planned development.
3. The applicant or its successors, assignees, grantees or such other person or entity as may then own or control the subject property shall obtain all required reviews, approvals, licenses and permits in connection with this Planned Development.

4. The uses permitted in the Planned Development shall be those shown Permitted and Special Uses in the B7-7 General Central Business District Classification. Earth station receiving dishes shall also be permitted.
5. Any service drive or other ingress or egress for motor vehicles, including those utilizing the West Washington and West Randolph Streets right-of-ways, shall be adequately designed and paved in accordance with the now published regulations of the Bureau of Traffic Engineering and Operations and in compliance with the Municipal Code of the City of Chicago, except that the maximum height of the vertical clearance for loading facilities shall be twelve (12) feet.
6. The height restrictions of any building or appurtenance attached thereto shall be subject to:
  - (a) Height limitations as certified on F.A.A. Form 7460-1 or successor forms involving the same subject matter and approved by the Federal Aviation Administration; and
  - (b) Airport Zoning regulations now in effect as established by the Departments of Planning, Aviation and Law, and approved by the City Council.
7. All required loading facilities will be provided below grade.
8. For purposes of floor area ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply, provided, however, that floor area devoted to mechanical uses in excess of 5,000 square feet per floor shall not be included as floor area in the F.A.R. calculations.
9. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Departments of Planning, Zoning and Inspectional Services. If applicable, pursuant to the provisions of Chapter 86, Section 86.1-11 of the Municipal Code, City Council approval shall also be required. The City Council shall also make such grants of privilege or authorize other action as may be necessary for any overhang on the State Street facade that encroaches in the right-of-way by not more than ten (10) feet.
10. The applicant or its successors, assignees, and grantees, to the extent that it is consistent with the public health, safety and welfare, shall make reasonable efforts to maintain the pedway between Dearborn and State Street for pedestrian circulation during demolition of the existing improvements within the Planned Development boundaries. Provision shall be made during hours in which the building is open for a pedestrian route at least +/- sixteen (16) feet wide (except that any required structural supports may be placed within that +/- 16-foot width) at the first level below grade interconnecting the subway stations located between State Street and Dearborn Street. The subway access on the east side of Dearborn Street shall be incorporated into the development.



11. Street level arcades on Randolph and Washington Streets will maintain a +/- sixteen (16) foot clear width for pedestrian circulation.
12. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and in force on the date of this application.

[Existing Zoning Map, Boundary and Property Line Map and Generalized Land Use Map and Existing Land Use Map printed on pages 4928 through 4931 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Business Planned Development No. \_\_\_\_\_*  
*(As Amended)*

*Planned Development*

*Use And Bulk Regulations And Data.*

Business Planned Development for that certain property located in the area bounded by West Randolph Street, North State Street, West Washington Street and generally by North Dearborn Street.

Net Site Area: Approximately 124,441.0<sup>1</sup> square feet.

General Description of Land Use: Office, retail, commercial<sup>2</sup>, entertainment services and related accessory uses, and such other special uses and permitted uses as are currently included within the B7-7 zoning districts: the operation of earth station receiving dishes.

---

<sup>1</sup> Includes Commonwealth Edison Substation for calculation of total maximum building area, only, per North Loop Guidelines, "Maximum Development Parameters, by Block" Table, footnote 6a.

<sup>2</sup> Minimum retail commercial and entertainment space shall be 250,000 square feet above grade; the maximum shall be determined pursuant to North Loop Guidelines, "Maximum Development Parameters, by Block" Table, footnote 6b.

Maximum Floor Area Ratio: 18.0

Maximum Percentage of Land Coverage: 100%

Minimum Number of Loading Spaces Required: 14

Total Maximum Building Area: 2,239,938 square feet (excluding mechanical and below grade floors)

Gross Site Area Calculations:

- Net site area: 120,279 square feet
- Approximate area to remain in public right-of-way: 70,273 square feet
- Approximate gross site area: 190,552 square feet

---

*Reclassification Of Area Shown On Map No. 1-F.*

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

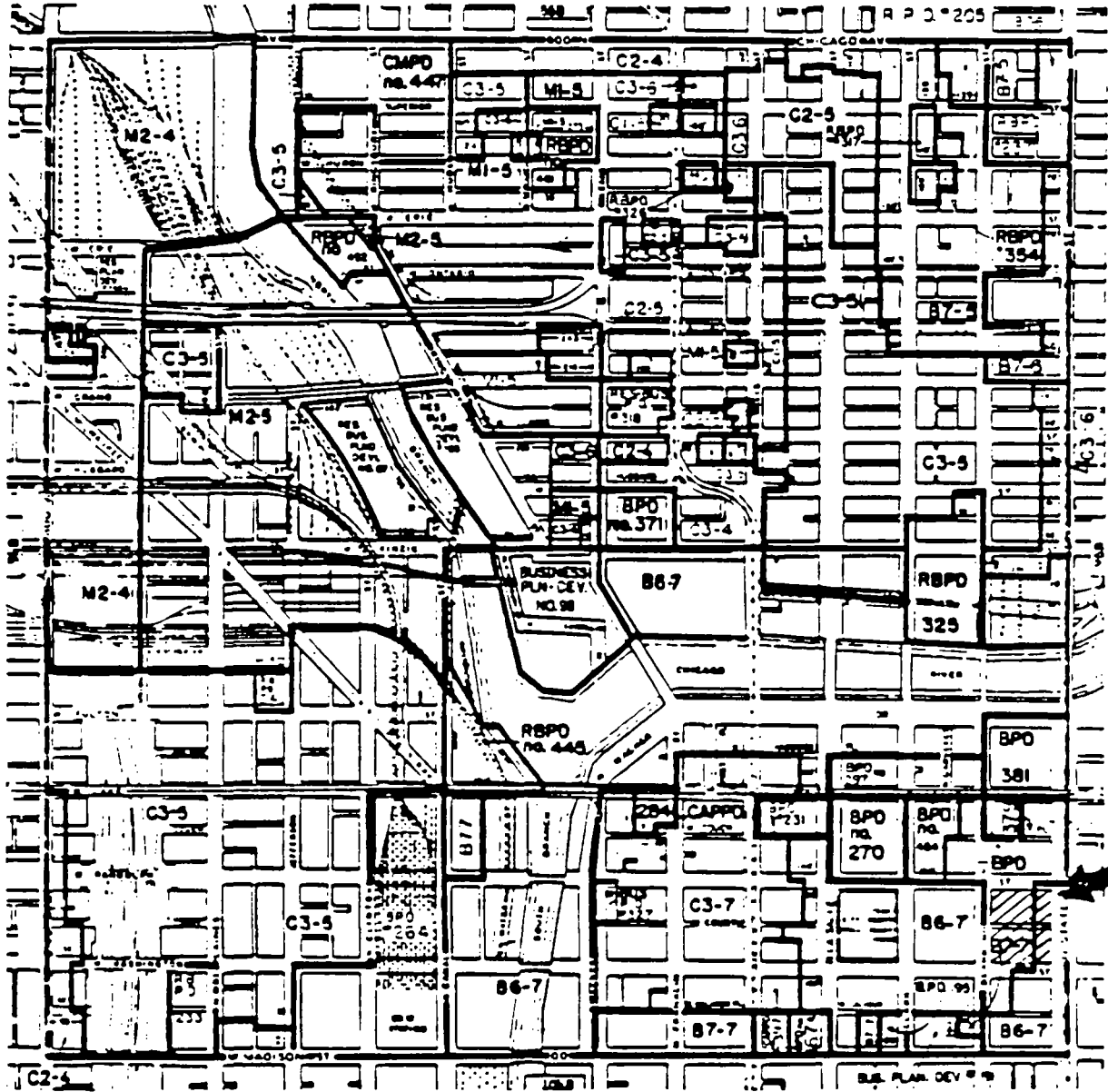
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-5 Restricted Manufacturing District symbols and indications as shown on Map No. 1-F in area bounded by:

the alley next north of and parallel to West Erie Street; North Franklin Street; West Erie Street; and a line parallel to and 150.94 feet west of North Franklin Street,

to those of a C2-5 General Commercial District and a corresponding use district is hereby established in the area above described.

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

BUSINESS  
PLANNED DEVELOPMENT  
EXISTING ZONING MAP



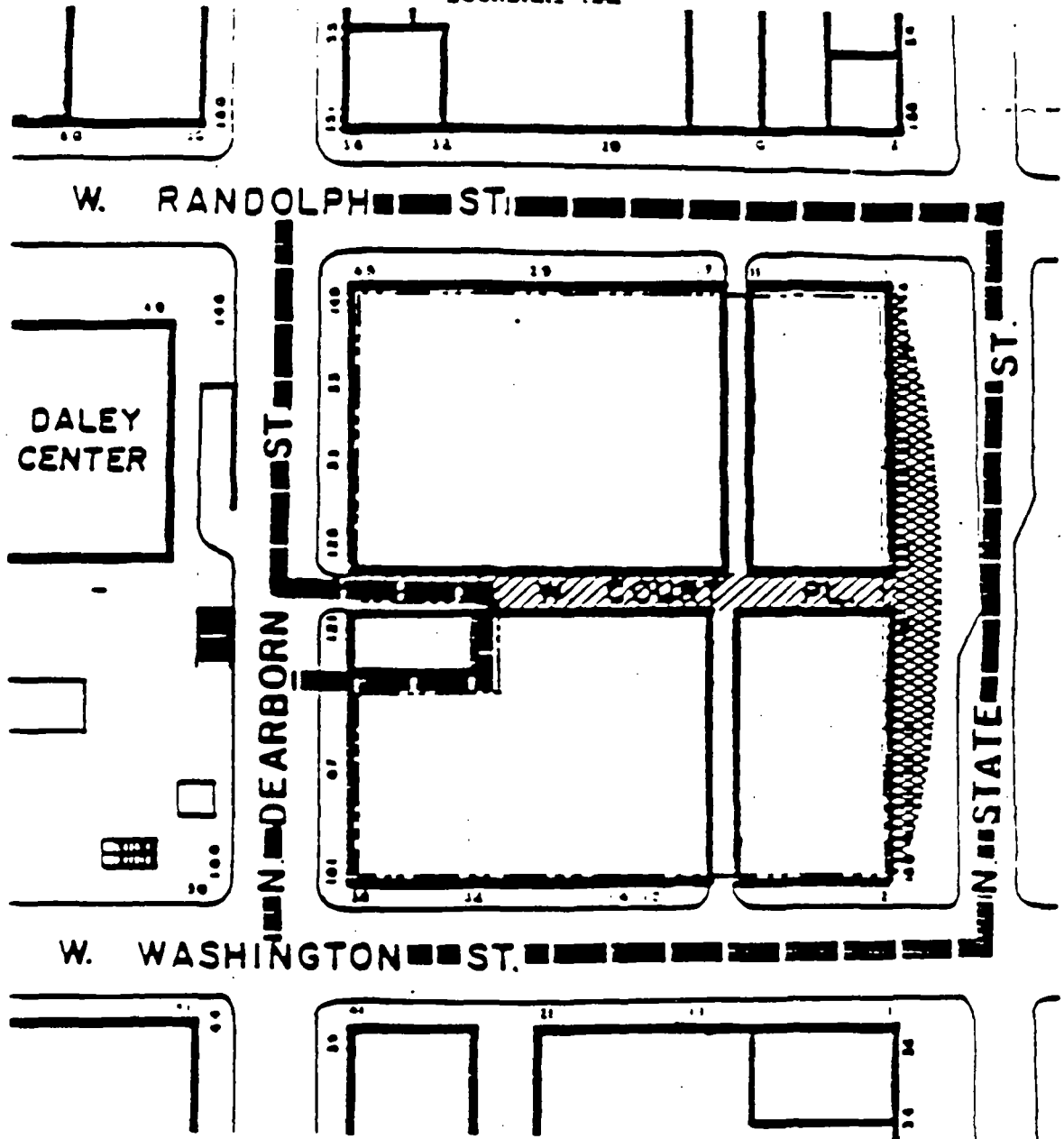
APPLICANT: FJV Venture, an Illinois  
Joint Venture, as Agent  
for the City of Chicago  
980 N. Michigan Av.  
Chicago, Il. 60611



SUBJECT PROPERTY

DATE: June 13, 1989





BUSINESS  
 PLANNED DEVELOPMENT  
 PROPERTY LINE AND PLANNED DEVELOPMENT  
 BOUNDARY MAP\*



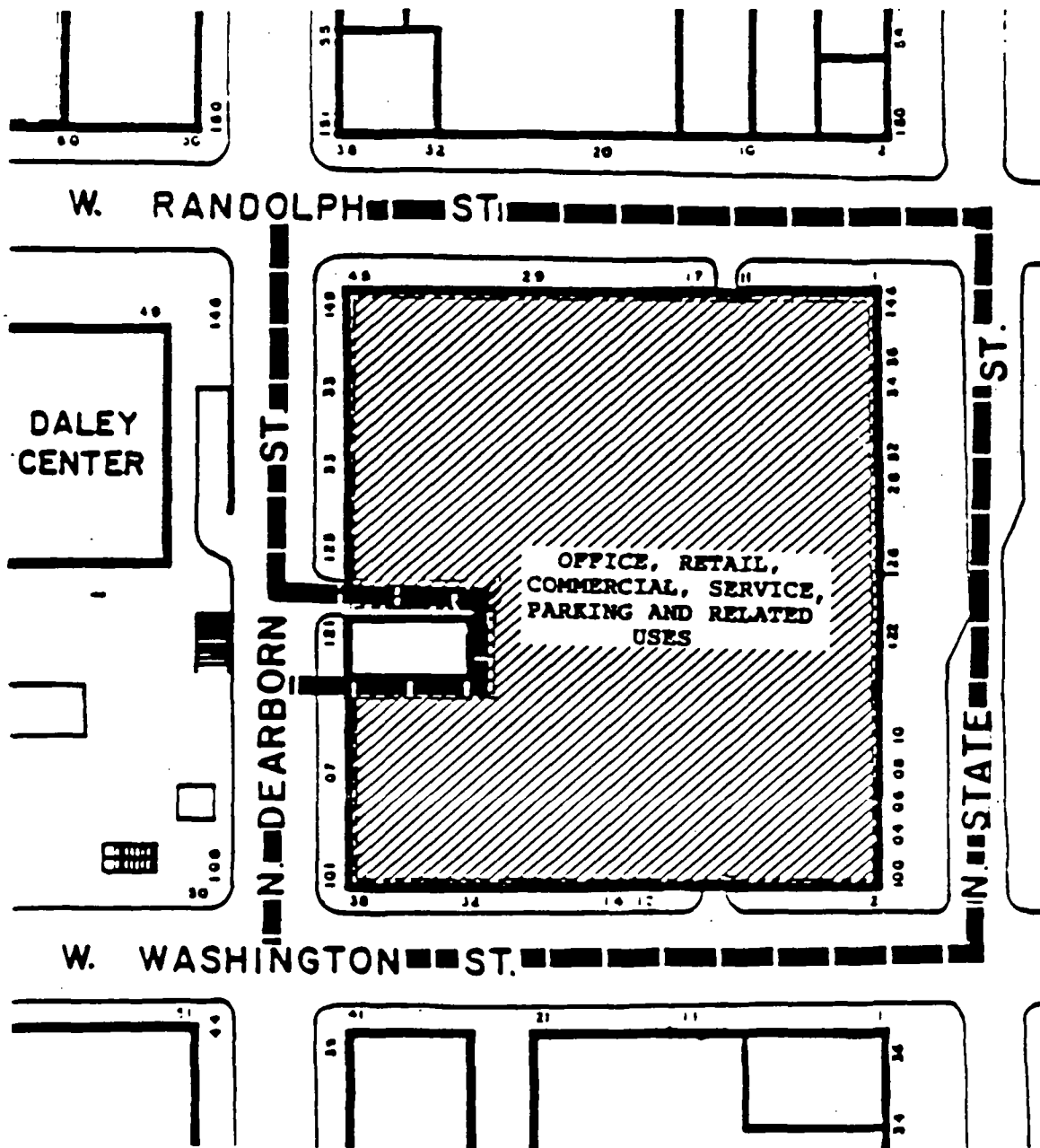
\* NOT TO SCALE

APPLICANT: PJV Venture, an Illinois  
 Joint Venture, as Agent  
 for the City of Chicago  
 980 N. Michigan Av.  
 Chicago, Il. 60611

DATE: June 13, 1989  
 REVISED: AUGUST 10, 1989




-  PLANNED DEVELOPMENT BOUNDARY
-  PROPERTY LINE
-  TO BE VACATED
-  OVERHANG SUBJECT TO GRANT OF EASEMENT OR PRIVILEGE IN PUBLIC RIGHT-OF-WAY

BUSINESS  
PLANNED DEVELOPMENT  
GENERALIZED LAND USE MAP

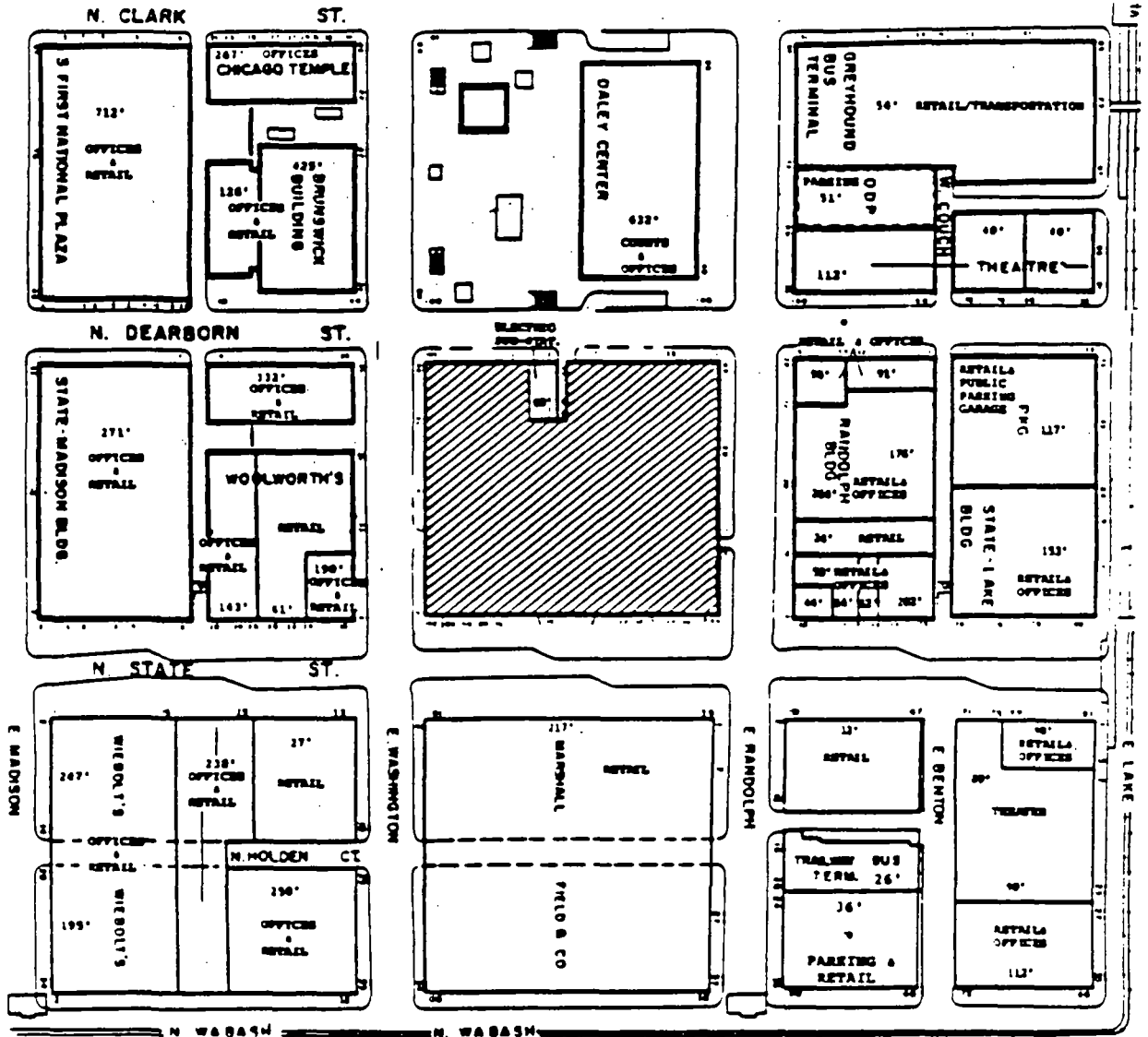


APPLICANT: FJV Venture, an Illinois  
Joint Venture, as Agent  
for the City of Chicago  
980 N. Michigan Av.  
Chicago, Il. 60611

DATE: June 13, 1989

-  PLANNED DEVELOPMENT BOUNDARY
-  PROPERTY LINE
-  SUBJECT PROPERTY

BUSINESS  
PLANNED DEVELOPMENT  
EXISTING LAND USE MAP



APPLICANT: FJV Venture, an Illinois  
 Joint Venture, as Agent  
 for the City of Chicago  
 980 N. Michigan Av.  
 Chicago, Il. 60611



SUBJECT PROPERTY

DATE: June 13, 1989



*Reclassification Of Area Shown On Map No. 1-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-4 General Manufacturing District symbols and indications as shown on Map No. 1-G in area bounded by:

a line 150.20 feet north of and parallel to West Kinzie Street; the alley next west of and parallel to North Racine Avenue; the alley next north of and parallel to West Kinzie Street; North Racine Avenue; West Kinzie Street; the alley next west of and parallel to the alley next west of and parallel to North Racine Avenue,

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-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-2 General Manufacturing District symbols and indications as shown on Map No. 1-G in the area bounded by:

West Carroll Avenue; North May Street; the alley next south of West Carroll Avenue; and the alley next west of North May Street,

to those of a C3-4 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map No. 2-G.*

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be amended by changing all the M1-3 Restricted Manufacturing District symbols and indications as shown on Map No. 2-G in area bounded by:

a line 272.62 feet north of and parallel to West Van Buren Street; South Green Street; West Van Buren Street; the alley next west of and parallel to South Green 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 full 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 be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 3-E in the area bounded by:

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

to those of an Institutional-Business Planned Development District, 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 herein 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:

*Lake Shore Center*

*Institutional-Business Planned Development*

*Plan Of Development*

*Statements.*

1. The area delineated herein as the "Lake Shore Center Institutional-Business Planned Development" consists of the property located at 850 North Lake Shore Drive and 275 East Chestnut Street which totals approximately 53,586.03 square feet, more or less, or 1.24 acres of real property.

The attached Boundary and Property Line Map identifies the property and the applicant, Northwestern University, as holder of the legal title. 850 North Lake Shore Drive serves as university housing and related uses. 275 East Chestnut Street presently serves as a parking structure providing both accessory parking and non-accessory public parking

2. The applicant, or its successors or assignees, proposed to demolish the existing four (4) level near north garage containing 265 spaces. That garage will be replaced with an eight (8) level grade self-park parking structure containing a maximum of 459 spaces and two (2) loading berths to serve the adjacent Lake Shore Center.
3. The parking facility shall be used for the parking of passenger cars and light vans. No trucks shall be parked in the facility at any time.
4. Adequate, non-intrusive lighting will be maintained at the facility.
5. Adequate drainage shall be provided so as to permit runoff to flow to an established City of Chicago sewer.
6. The parking facility will be accessible at all times.

7. The applicant, or its successors, assignees, or grantees shall obtain all required Chicago reviews, approvals and permits in connection with this Plan of Development.
8. The permitted uses of the property are set forth in the attached Table of Controls.
9. Business signs and business identification signs may be permitted within the Planned Development in accordance with a B6-6 zoning district and subject to the review of the Commissioner of Planning.
10. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as the Planned Development, and illustrates that the development of such area will in accordance with the intent and purpose of the Plan of Development.
11. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in relation to the Planned Development Amendment" as promulgated by the Commissioner of the Department of Planning.

[Existing Zoning and Preferential Street Map, Boundary Map,  
Generalized Land Use Plan, printed on pages 4937  
through 4939 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Lake Shore Center Institutional-Business*

*Planned Development*

*Use And Bulk Regulations And Data.*

Subarea	Est. Net Site Area		Permitted Uses	Max. D.U.'s	Max. Parking	Max. F.A.R.	Max. % Site Coverage
	Sq. Ft.	Acres					
A	31,142.93	.72	Institutional Housing				

Subarea	Est. Net Site Area		Permitted Uses	Max. D.U.'s	Max. Parking	Max. F.A.R.	Max. % Site Coverage
	Sq. Ft.	Acres					
			and Related Service Uses	490	0	10.10	95%
B	22,443.10	.52	Accessory and Non-accessory Parking and Loading	0	460	7.60	95%
TOTAL:	53,586.03	1.24		490	460	9.05	95%

Total Gross Site Area = 74,312 square feet, 1.71 acres

Area in the Public Right-of-Way = 20,725.97 square feet, .48 acres

Maximum Off-Street Parking: 460

Minimum Loading Berths: 2

Maximum Floor Area Ratio: 9.05

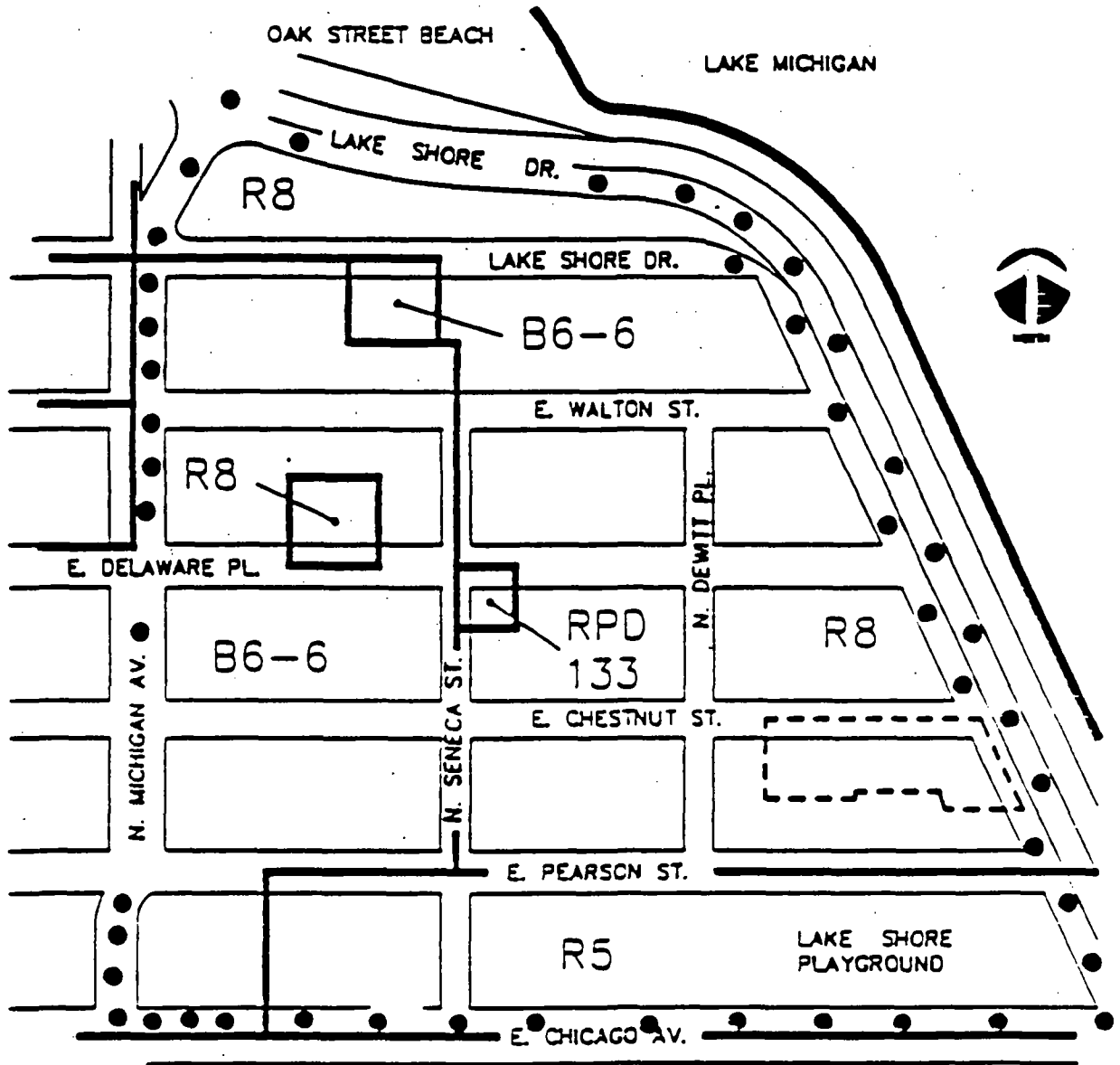
Maximum Site Coverage: 95%

Minimum Setbacks:

Chestnut Street	-- none
Lake Shore Drive	-- 20 feet + or -
South	-- none
West	-- none

# INSTITUTIONAL-BUSINESS: PLANNED DEVELOPMENT

## EXISTING ZONING AND PREFERENTIAL STREET MAP

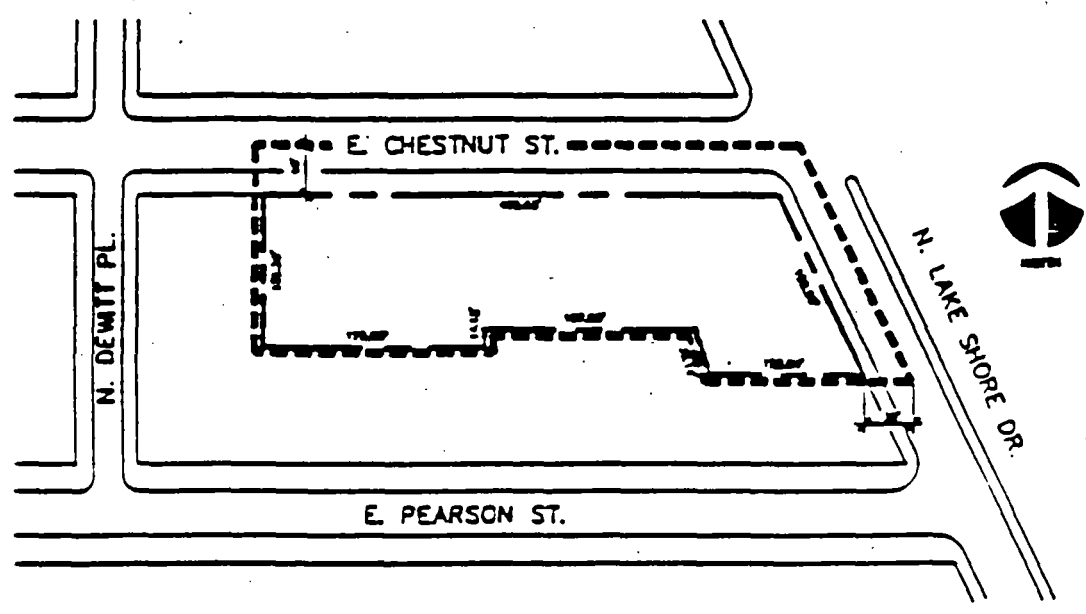


APPLICANT: NORTHWESTERN UNIVERSITY  
 633 CLARK STREET  
 EVANSTON, ILLINOIS 60201

DATE: April 26, 1989

- ZONING DISTRICT
- PLANNED DEVELOPMENT BOUNDARY
- ..... PREFERENTIAL STREETS

INSTITUTIONAL-BUSINESS  
 PLANNED DEVELOPMENT  
 BOUNDARY MAP

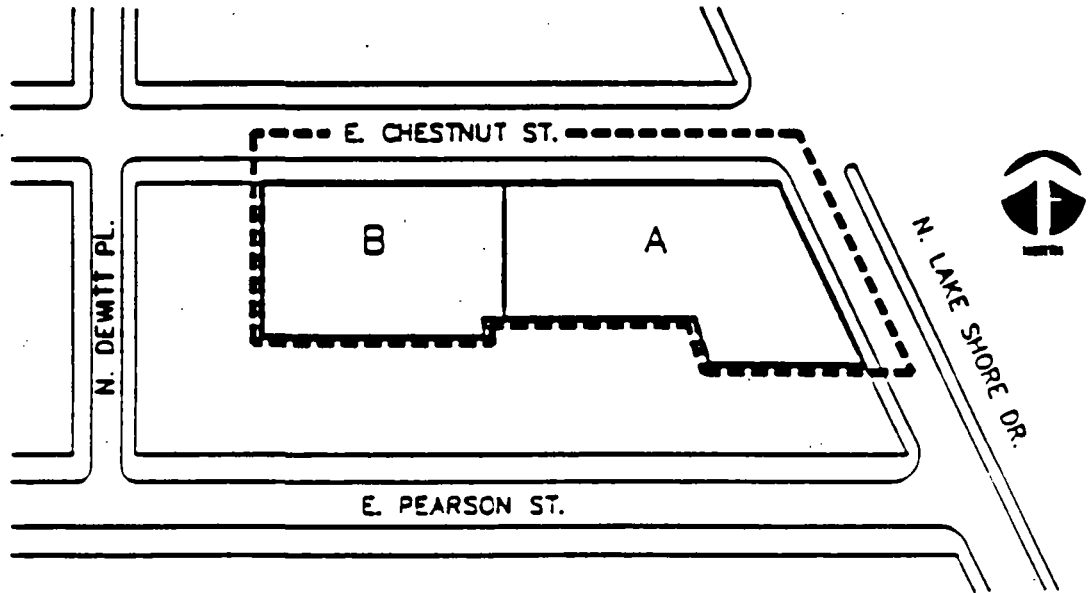


APPLICANT: NORTHWESTERN UNIVERSITY  
 633 CLARK STREET  
 EVANSTON, ILLINOIS 60201

DATE: April 26, 1989

— — — — — PROPERTY LINE  
 - - - - - PLANNED DEVELOPMENT BOUNDARY

INSTITUTIONAL-BUSINESS  
 PLANNED DEVELOPMENT  
 GENERALIZED LAND USE PLAN



APPLICANT: NORTHWESTERN UNIVERSITY  
 633 CLARK STREET  
 EVANSTON, ILLINOIS 60201

DATE: April 26, 1989



INSTITUTIONAL HOUSING  
 & RELATED SERVICES USES



ACCESSORY & NON-ACCESSORY  
 PARKING



PLANNED DEVELOPMENT  
 BOUNDARY

*Reclassification Of Area Shown On Map No. 3-F.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R7 General Residence District symbols and indications as shown on Map No. 3-F in area 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; North Dearborn Street,

to those of a B7-6 General Central Business District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 3-H.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 3-H in area bounded by:

the alley next south of and parallel to West Division Street; the alley next east of and parallel to North Hermitage Avenue; a line 25 feet south of and parallel to the alley next south of and parallel to West Division Street; North Hermitage 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. 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 C1-1 Restricted Commercial District symbols and indications as shown on Map No. 3-K in area bounded by:

a line 62.84 feet south of and parallel to West Iowa Street; North Pulaski Road; a line 312.84 feet south of and parallel to West Iowa Street; the alley next west of North Pulaski Road,

to those of a C3-2 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-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 C1-1 Restricted Commercial District symbols and indications as shown on Map No. 3-K in area 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; public alley next west of and parallel to North Pulaski Road,

to those of a C3-2 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. 4-I.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-3 General Manufacturing District symbols and indications as shown on Map No. 4-I in area bounded by:

West Cullerton Street; South Western Avenue; a line 95.10 feet south of and parallel to West Cullerton Street; a line 44.50 feet west of and parallel to South Western Avenue; a line 88.70 feet south of and parallel to West Cullerton Street; a line 468.50 feet west of and parallel to South Western Avenue,

to those of a C2-3 General Commercial District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 5-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 5-G in the area bounded by:

West Webster Avenue; North Seminary Avenue; the alley next south of West Webster Avenue; and North Racine Avenue,

to those of a Residential-Business Planned Development 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:

*Residential-Business Planned Development No. \_\_\_\_\_*

*Plan Of Development*

*Statements.*

1. The area delineated herein as a Residential-Business Planned Development (the "Planned Development") consists of approximately 60,000 square feet of real property, exclusive of public right-of-ways, and is depicted on the attached Property Line Map. It is controlled by the applicant, the Webster Clifton Neighborhood Association.
2. This Plan of Development, consisting of twelve (12) statements: an existing zoning map; a boundary and property line map including any proposed vacations or dedications of streets, alleys, or other public properties; a generalized land use map; and a table of use and bulk regulations and related controls, is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein.
3. The permitted uses in the Planned Development are as follows:

Residential, retail business and service uses, business and professional offices and accessory uses.
4. All uses not within the categories listed in Statement 3 shall not be permitted in the Planned Development. In addition, the following uses shall not be permitted in the Planned Development:

Day Care Centers

Liquor Stores

Schools -- music, dance, trade or business

Amusement Centers, including bowling alleys, pool halls, dance halls, gymnasiums, swimming pools and skating rinks

Arcades

Automobile Service Stations

Automobile Repair Shops

Community Centers

Pawn Shops

Theatres

Taverns

5. All restaurant uses existing within the Planned Development at the time of its adoption shall be allowed to continue to exist in their present form but, after the adoption of this Planned Development, no restaurants may be established within the Planned Development and no existing restaurant shall be allowed to expand its use to include a wholly or partially unenclosed area. The continued existence of restaurant uses in the Planned Development shall be governed by the provisions regulating nonconforming uses in Article 6 of Chapter 194A of the Chicago Municipal Code in effect on the effective date of this Planned Development. However, such uses shall not be subject to any amortization provisions which may be deemed applicable under that article.
6. Off-street parking and loading facilities will be provided in accordance with the regulations applicable in the B4-2 Restricted Service District for retail and office uses and in the R-4 General Residence District for residential uses. Such regulations shall be applied in accordance with the provisions of Chapter 194A of the Chicago Municipal Code, including the applicable provisions of section 5.8 of that Code.
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 in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and the approval of the Commissioner of Planning.
8. The height restriction of the improvements and any appurtenance attached thereto shall be subject to:

(1) Height limitations as certified and approved by the Federal Aviation Administration; and

(2) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.

9. Signs on property included within this Planned Development shall be permitted only in accordance with section 8.9 of Chapter 194A of the Chicago Municipal Code.
10. Any dedication or vacation of streets, alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the applicant or its successors, assignees or grantees and approval by the City Council.
11. The applicant or its successors, assignees or grantees shall obtain all official City reviews, approvals and permits required in connection with this Plan of Development.
12. This Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and in effect of the date hereof.

[Existing Zoning Map, Boundary and Property Line Map And  
Generalized Land Use Map printed on pages 4947  
through 4949 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Residential -- Business Planned Development*

*Use And Bulk Regulations And Data.*

Net Site Area:	60,000 square feet (1.38 acres)
General Description of Land Use:	Residential, retail business and service uses, business and professional office and accessory uses.

Maximum Floor Area Ratio: 2.2

Minimum Lot Area

Residential: 900 square feet per dwelling unit.  
600 square feet per efficiency unit.

Retail/Offices: None.

Minimum Setbacks:

Residential: As required in the R-4 General Residence District.

Retail/Offices: As required in the B4-2 Restricted Service District.

Minimum number of off-street parking spaces:

Residential: As required in the R-4 General Residence District.

Retail/Office: As required in the B4-2 Restricted Service District.

Minimum number of off-street loading berths:

Residential: As required in the R-4 General Residence District.

Retail/Office: As required in the B4-2 Restricted Service District.

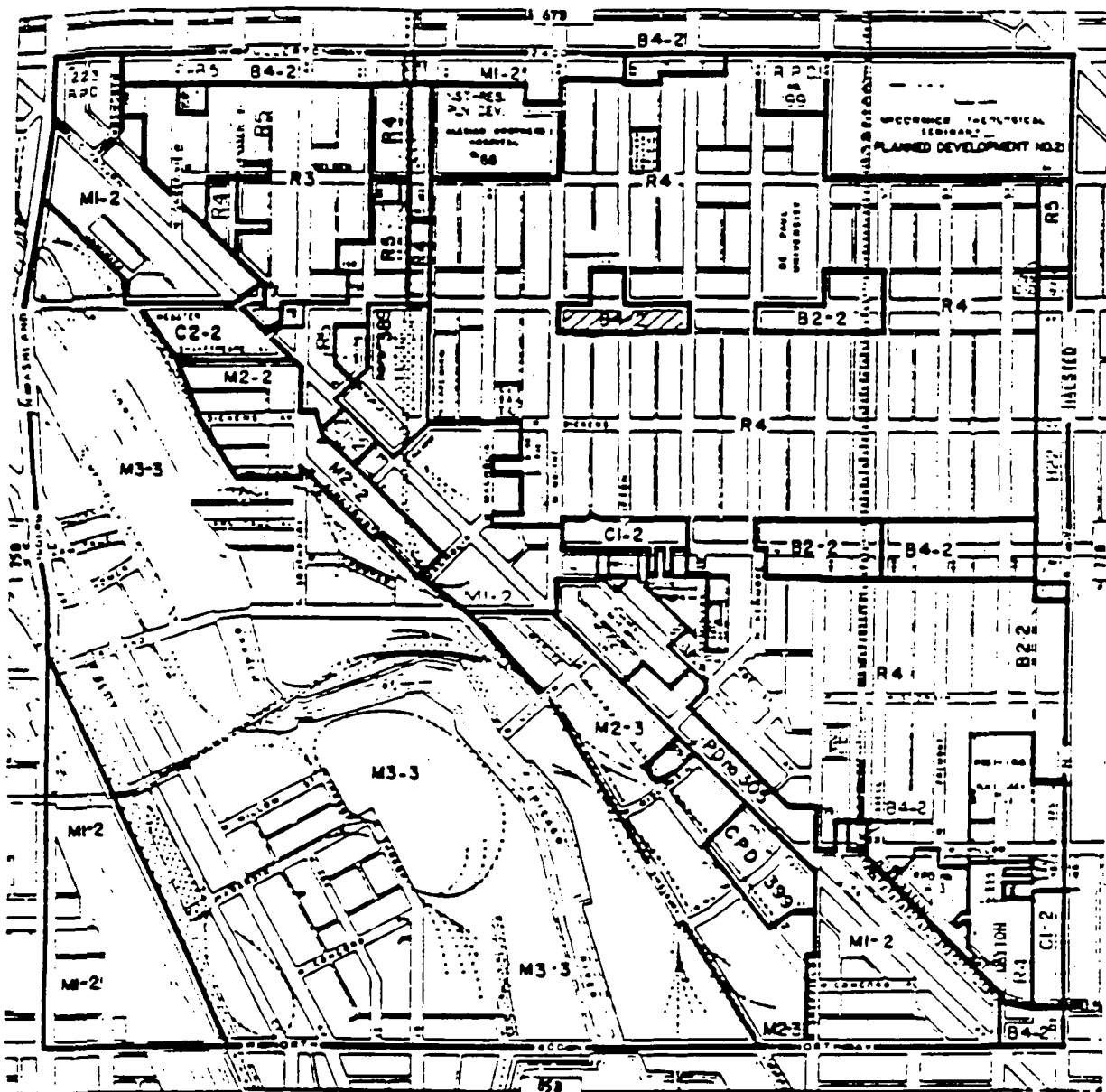
---

*Reclassification Of Area Shown On Map No. 5-H.*

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

(Continued on page 4950)

# RESIDENTIAL - BUSINESS PLANNED DEVELOPMENT EXISTING ZONING MAP



**SUBJECT PROPERTY**



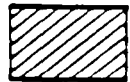
**APPLICANT:** Webster Clifton Neighborhood Association  
 1113 West Webster  
 Chicago, Illinois 60614

**DATE:** April 26, 1989

**RESIDENTIAL - BUSINESS  
 PLANNED DEVELOPMENT  
 PROPERTY LINE  
 AND  
 PLANNED DEVELOPMENT  
 BOUNDARY MAP**



**SUBJECT PROPERTY**



**PROPERTY LINE**



**PLANNED DEVELOPMENT  
 BOUNDARY**

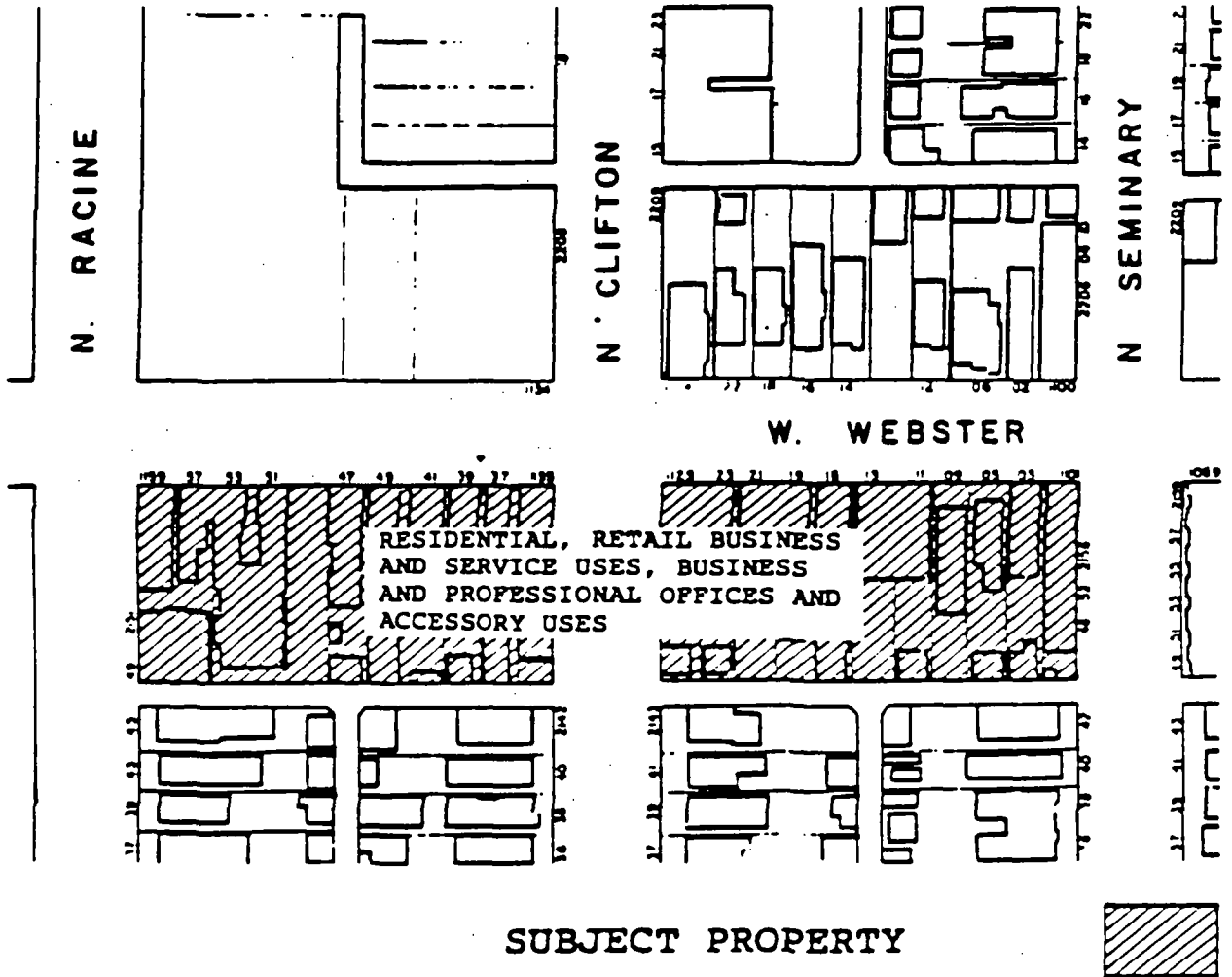


**APPLICANT:** Webster Clifton Neighborhood Association  
 1113 West Webster  
 Chicago, Illinois 60614

**DATE:** April 26, 1989

# RESIDENTIAL - BUSINESS PLANNED DEVELOPMENT

## GENERALIZED LAND USE MAP



**APPLICANT:** Webster Clifton Neighborhood Association  
 1113 West Webster  
 Chicago, Illinois 60614

**DATE:** April 26, 1989



(Continued from page 4946)

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in area 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; the public alley next west of and parallel to North Ashland 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. 6-F.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 6-F in area bounded by:

a line 125 feet south of and parallel to West 30th Street; South Wallace Street; a line 150 feet south of and parallel to West 30th Street; and the alley next west of and parallel to South Wallace 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. 6-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. 6-G in the area bounded by:

South Loomis Street; a line 173 feet northwest of South Lyman Street; Elias Court; a line 149 feet northwest of Lyman 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. 6-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. 6-G in the area bounded by:

a line 25 feet northwest of and parallel to South Lyman Street; the alley next northeast of and parallel to South Farrell Street; South Lyman Street; and South Farrell 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. 6-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. 6-J in the area bounded by:

a line 25 feet north of and parallel to West 30th Street; the alley next east of and parallel to South Drake Avenue; West 30th Street; South Drake Avenue,

to those of a B1-2 Local 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. 6-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 R3 General Residence District symbols and indications as shown on Map No. 6-K in the area bounded by:

West 30th Street; Komensky Avenue; West 28th Street; and the alley next east of and parallel to Komensky Avenue.

to those of an Institutional Planned Development 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**Plan Of Development**Statements.*

1. The area delineated hereon as "Institutional Planned Development" is owned and controlled by the Board of Education of the City of Chicago.
2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development.
3. Any dedication of streets or alleys or adjustments of the rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Board of Education of the City of Chicago, and approval by the City Council.
4. All applicable official reviews, approvals or permits are required to be obtained by the Board of Education or its successors.
5. Service drives or any 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 permitted within such paved areas.
6. Use of land will consist of academic and related uses and areas as authorized by the Chicago Zoning Ordinance.
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 purposes of this Plan of Development.
8. Permanent identification and other necessary signs may be permitted within the Planned Development in accordance with the Chicago Zoning Ordinance and subject to the review and approval of the Commissioner of Planning.
9. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments," as promulgated by the Commissioner of Planning.

[Existing Zoning Map, Property Line Map and Property Line Map  
(Proposed Planned Development Academic Use) printed  
on pages 4955 through 4957  
of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Use And Bulk Regulations And Data.*

Net Site Area		General Description Of Land Use	Number Of Dwelling Units	Maximum Floor Area Ratio	Maximum Percentage Land Covered
Sq. Ft.	Acres				
75,457	1.73	Educational and Related Uses	0	1.5	50%

Gross Site Area = Net Site Area + Area of Public Streets  
111,341                      75,457                      35,884

Maximum Permitted F.A.R. for Total Net Site Area: 1.5

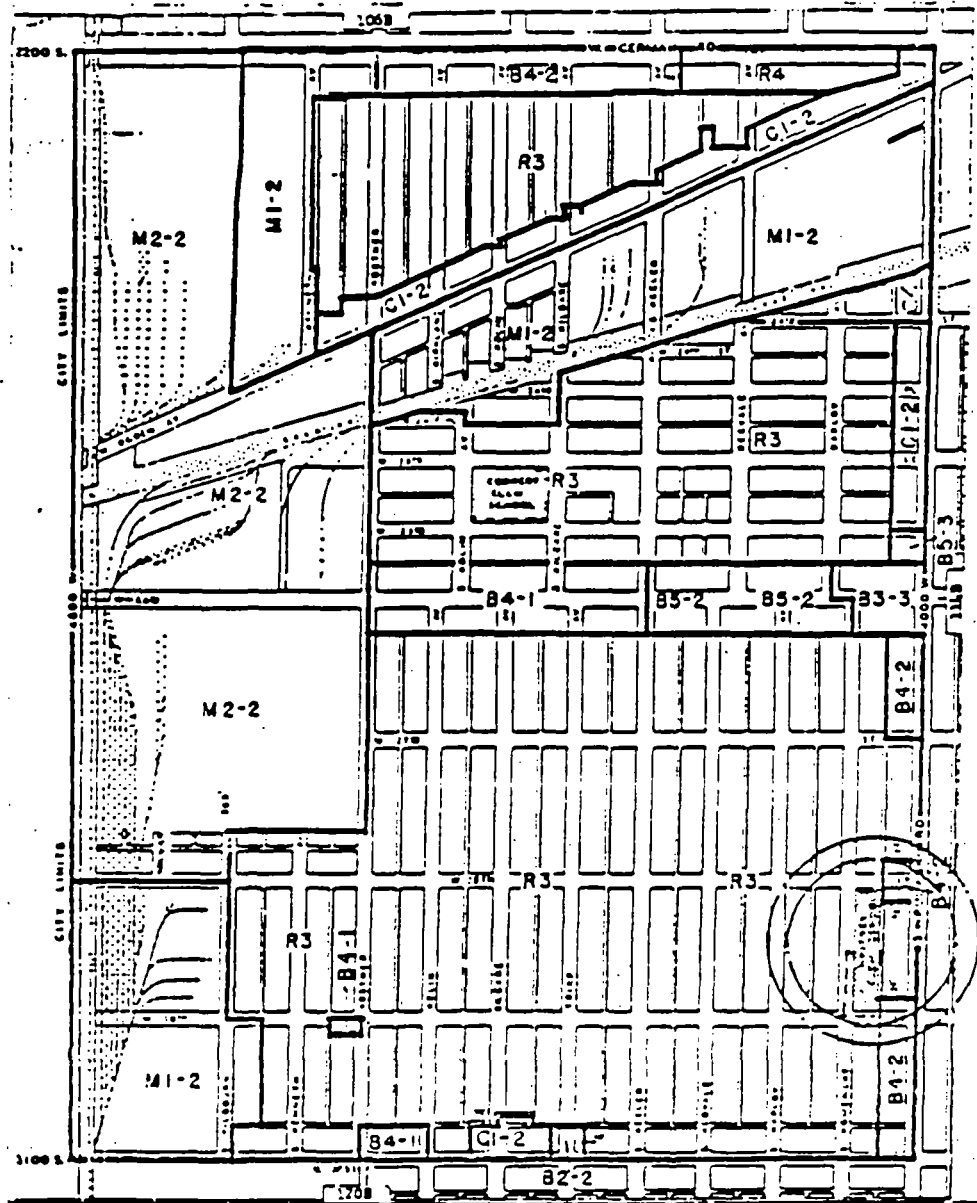
Minimum Number of Off-Street Parking Spaces: 24

Employees: 48

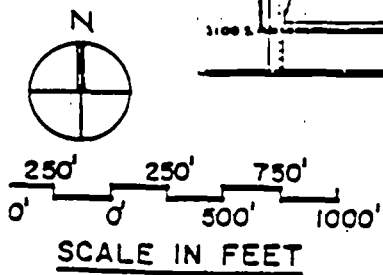
Minimum Number of Off-Street Loading Spaces: 1




Minimum Setbacks:    South --    45 feet  
                                  East --    0 feet  
                                  West --    0 feet

# INSTITUTIONAL PLANNED DEVELOPMENT EXISTING ZONING



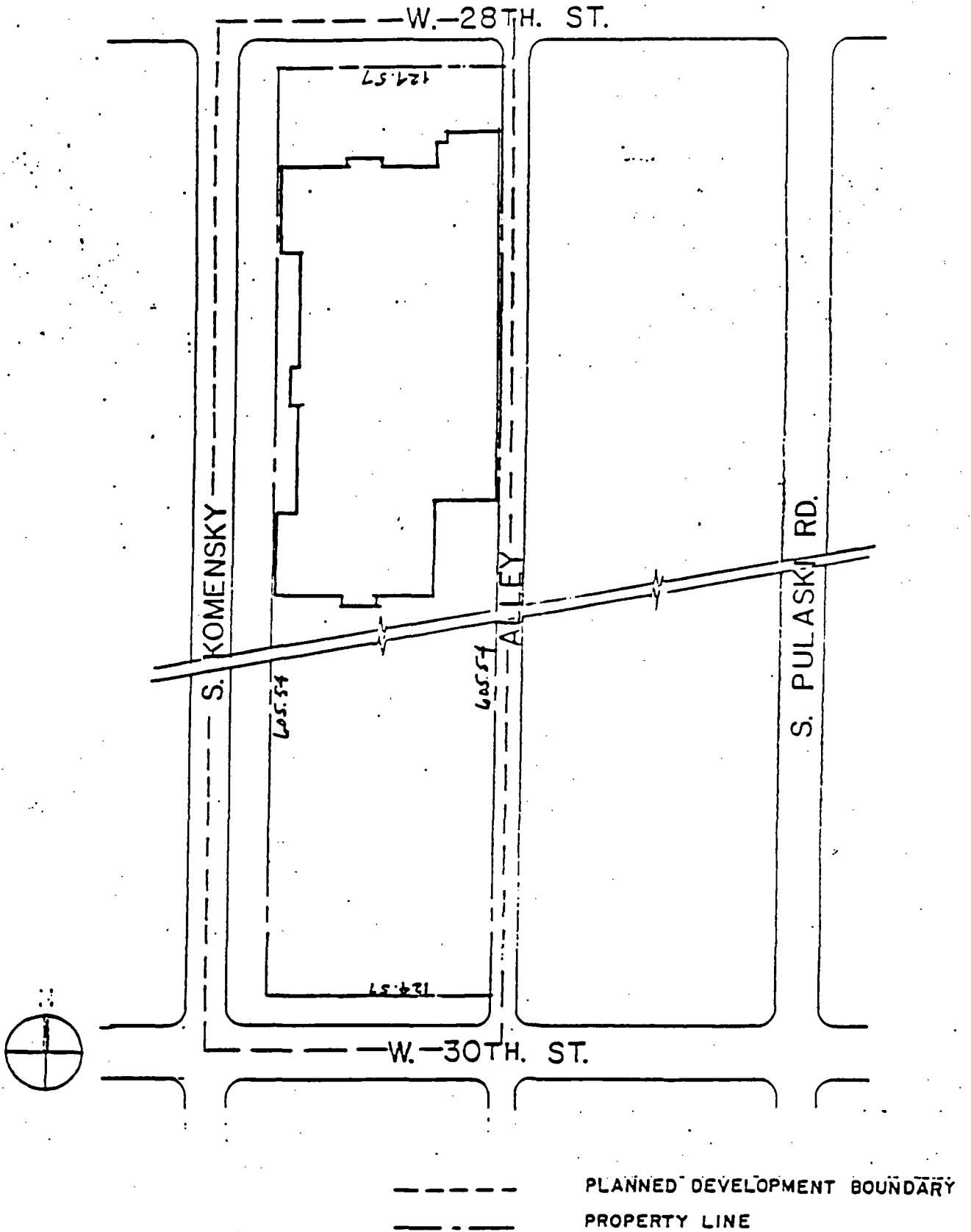
WHITNEY SCHOOL ANNEX



-  PROPOSED PLANNING DEVELOPME  
ACADEMIC AND RELATED USE
-  PLANNED DEVELOPMENT BOUNDARY
-  ZONING DISTRICTS

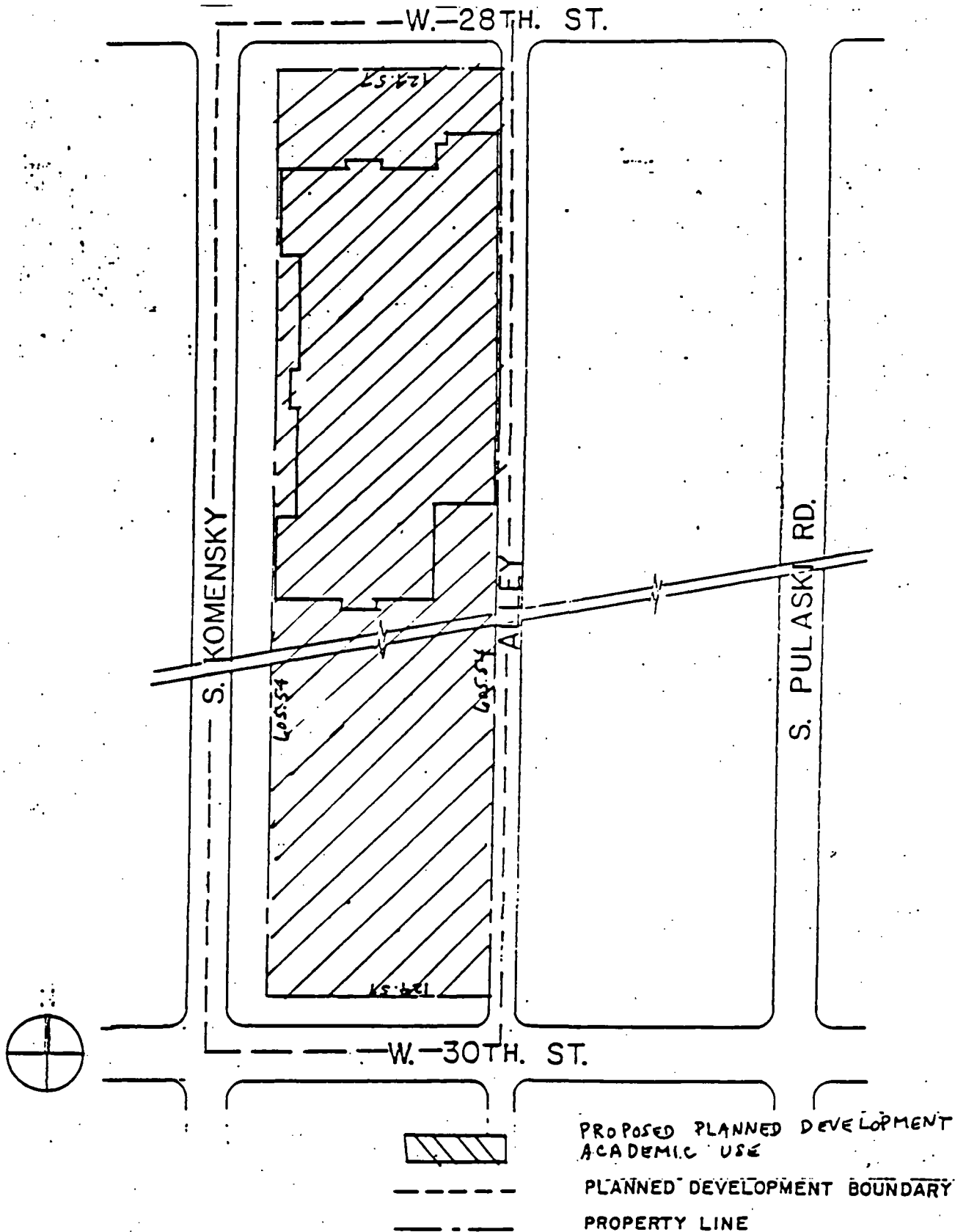
APPLICANT: THE BOARD OF EDUCATION OF THE CITY OF CHICAGO.

WHITNEY SCHOOL ANNEX  
INSTITUTIONAL PLANNED DEVELOPMENT PROPERTY LINE MAP  
(page 1 of 2)



WHITNEY SCHOOL ANNEX  
INSTITUTIONAL PLANNED DEVELOPMENT PROPERTY LINE MAP

(page 2 of 2)





*Reclassification Of Area Shown On Map No. 7-I.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-I in area bounded by:

the alley next northeast of and parallel to North Elston Avenue; North Rockwell Street; North Elston Avenue; a line 120 feet long starting at a point 121.30 feet northwest of the intersection of North Elston Avenue and North Rockwell Street (as measured along the north line of North Elston Avenue) to a point 7.03 feet northwest of North Rockwell Street (as measured along the south line of the alley next north of and parallel to North Elston Avenue)

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 3-F.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 3-F in area bounded by:

West 36th Street; a line 72 feet west of South Normal Avenue; the alley next south of and parallel to West 36th Street; a line 120 feet west of South Normal 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. 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 all the R3 General Residence District symbols and indications as shown on Map No. 8-F in area bounded by:

a line 176.45 feet south of and parallel to West 31st Street; the center line of South Normal Avenue; a line 200.45 feet south of and parallel to West 31st Street; and the center line of the alley east of and parallel to South Normal 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. 8-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. 8-G in area bounded by:

West 31st Place; South May Street; a line 48 feet south of and parallel to West 31st Place; and the alley next west of and parallel to South May 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. 8-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. 8-G in the area bounded by:

a line 151 feet west of the alley next west of and parallel to South Lituanica Avenue; the alley next south of and parallel to West 33rd Street; a line 101 feet east of the alley next east of and parallel to South Morgan Street and West 33rd 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. 8-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. 8-G in area bounded by:

a line 494.76 feet south of and parallel to West 32nd Place; South Aberdeen Street; a line 518.76 feet south of and parallel to West 32nd Place; and the alley next west of and parallel to South Aberdeen 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. 9-N.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 9-N in area bounded by:

a line 110.73 feet south of and parallel to West Cornelia Avenue; the alley next east of and parallel to North Harlem Avenue; a line 285.73 feet south of and parallel to West Cornelia Avenue; North Harlem Avenue,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 12-J.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 12-J in area bounded by:

West 47th Street; South Avers Avenue; the alley next south of and parallel to West 47th Street; a line 75 feet west of and parallel to South Avers Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 12-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 B4-1 Restricted Business District symbols and indications as shown on Map No. 12-M in the area bounded by:

South Archer Avenue; a line 120 feet west of the intersection of South Archer Avenue and South Menard Avenue and parallel to South Menard Avenue as measured along the south line of South Archer Avenue; the alley next south of South Archer Avenue; and a line 161.3 feet west of the intersection of South Archer Avenue and South Menard Avenue and parallel to South Menard Avenue as measured along 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 be in full force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 14-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. 14-M in area bounded by:

a line 60 feet south of and parallel to West 62nd Street; South Melvina Avenue; a line 120 feet south of and parallel to West 62nd Street; to alley next west of South Melvina 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. 15-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, B4-4 Restricted Retail District and R5 General Residence District symbols and indications as shown on Map No. 15- G in the area bounded by:

the alley next north of and parallel to West Granville Avenue; the alley next west of and parallel to North Winthrop Avenue; a line 100 feet north of West Granville Avenue; North Winthrop Avenue; West Granville Avenue; North Kenmore Avenue; a line 156.14 feet south of West Granville Avenue; the alley next west of and parallel to North Kenmore Avenue; a line 107.48 feet south of West Granville Avenue; North Winthrop Avenue; a line 57.76 feet south of West Granville Avenue; the alley next west of and parallel to North Winthrop Avenue; the alley next south of and parallel to West Granville Avenue; the alley next west of and parallel to North Winthrop Avenue; the alley next south of and parallel to West Granville Avenue or the line thereof extended where no alley exists; North Broadway; West Granville Avenue; a line 133 feet west of North Broadway; the alley next north of and parallel to West Granville; North Broadway; a line 90 feet north of West Granville Avenue; and a line 150 feet east of North Broadway,

to those of a B2-3 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. 15-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 C2-3 General Commercial District and C1-3 Restricted Commercial District symbols and indications as shown on Map No. 15-G in the area bounded by:

the alley next north of and parallel to West Thorndale Avenue or the line thereof extended where no alley exists; the alley next west of and parallel to North Winthrop Avenue; the alley next south of and parallel to West Thorndale Avenue or the line thereof extended where no alley exists; the alley next east of and parallel to North Broadway; a line 100 feet south of West Thorndale Avenue; North Broadway; a line 53 feet south of West Thorndale Avenue; the alley next west of and parallel to North Broadway; a line 40 feet north of West Thorndale Avenue; North Broadway; a line 75 feet north of West Thorndale Avenue; and the alley next east of and parallel to North Broadway,

to those of a B2-3 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. 19-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-3 Restricted Service District symbols and indications as shown on Map No. 19-G in area bounded by:

North Rogers Avenue; the alley next west of and parallel to North Sheridan Road; West Howard Street; a line 266 feet east of North Greenview Avenue; the alley next south of and parallel to West Howard Street; North Greenview Avenue; and the alley next south of West Howard Street,

to those of a B2-3 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. 26-I.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 26-I in area bounded by:

West 110th Street; South Western Avenue; a line 53.60 feet south of and parallel to West 110th Street; the alley next west of and parallel to South Western Avenue.

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

---

**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, September 13, 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 September 6, 1989, I 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, Garcia, 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, Schalter, M. Smith, Orr, Stone -- 50.

*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):

*2525 South Archer Avenue.*

*Ordered*, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to 3M National Advertising Company, 280 West Frontage Road North, Boling Brook, Illinois 60439, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2525 South Archer Avenue, retail hardware store:

Dimensions: length, 60 feet; height, 20 feet  
Height Above Grade/Roof to Top of Sign: 98 feet  
Total Square Foot Area: 2,400 square feet. (1,200 one face)

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.

---

*2700 North Campbell 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 2700 North Campbell Avenue, various:

Dimensions: length, 60 feet; height, 20 feet  
Height Above Grade/Roof to Top of Sign: 100 feet  
Total Square Foot Area: 2,400 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

---

*7331 North Claremont Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to M-K Signs, Incorporated, 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 7331 North Claremont Avenue, Saint Margaret Mary Church:

Dimensions: length, 10 feet 0 inches; height, 5 feet 0 inches  
Height Above Grade/Roof to Top of Sign: 15 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.

---

*4850 South Cicero Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Artisan Signs, 14101 South Wallace Street, Riverdale, Illinois 60627, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4850 South Cicero Avenue, Nation Furniture Mart:

Dimensions: length, 24 feet; height, 6 feet  
Height Above Grade/Roof to Top of Sign: 15 feet  
Total Square Foot Area: 288 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.

---

*4850 South Cicero Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Artisan Signs, 14101 South Wallace Street, Riverdale, Illinois 60627, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4850 South Cicero Avenue, Nation Furniture Mart:

Dimensions: length, 27 feet; height, 4 feet  
Height Above Grade/Roof to Top of Sign: 13 feet  
Total Square Foot Area: 148 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.

---

*454 North Columbus Drive.*

*Ordered.* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to James D. Ahern Signs and Company, 3257 South Harding Avenue, Chicago, Illinois 60623, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 454 North Columbus Drive, N.B.C. Tower:

Dimensions: length, 12 feet 6 inches; height, 21 feet 0 inches  
Height Above Grade/Roof to Top of Sign: 30 feet 6 inches  
Total Square Foot Area: 265 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.

---

*300 North Kedzie Avenue.*

*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 300 North Kedzie Avenue, Chicago Kedzie Plaza:

Dimensions: length, 8 feet; height, 28 feet  
Height Above Grade/Roof to Top of Sign: \_\_\_\_\_  
Total Square Foot Area: 224 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.

---

*6116 North Milwaukee Avenue.*

*Ordered.* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Artisan Signs, 14101 South Wallace, Riverdale, Illinois 60627, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6116 North Milwaukee Avenue, Oil Express:

Dimensions: length, 10 feet; height, 4 feet  
Height Above Grade/Roof to Top of Sign: 32 feet  
Total Square Foot Area: 61 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.

---

*1400 West North 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 1400 West North Avenue, Metrocom, Incorporated:

Dimensions: length, 28 feet; height, 13 feet  
Height Above Grade/Roof to Top of Sign: 45 feet, 9 inches  
Total Square Foot Area: 728 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.

*6915 South State Street.*

*Ordered.* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Whiteco Metrocom, 1770 West 41st Avenue, Gary, Indiana 46408, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) 6915 South State Street, General Advertisers, various copy:

Dimensions: length, 60 feet; height, 20 feet  
Height Above Grade/Roof to Top of Sign: 85 feet (plus 5 feet for temporary extensions)  
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

---

*1644 West 95th Street.*

*Ordered.* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Sure Light Service Company, 7200 West Lyons, Morton Grove, Illinois 60053, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1644 West 95th Street, Taco Bell:

Dimensions: length, 8 feet 1 inch; height, 12 feet 0 inches  
Height Above Grade/Roof to Top of Sign: 35 feet  
Total Square Foot Area: 97 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.

**AGREED CALENDAR.**

---

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by Aldermen Huels, Madrzyk, Krystyniak, Kotlarz, Banks, Hansen, Levar and Orr. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

Sponsored by the aldermen named below, respectively, said Agreed Calendar resolutions, as passed, read as follows (the italic heading in each case not being a part of the resolution):

*Presented By*

**ALDERMAN ROTI (1st Ward):**

**CONGRATULATIONS EXTENDED TO BARNEY'S MARKET CLUB  
ON ITS SEVENTIETH YEAR ANNIVERSARY.**

WHEREAS, Barney's Market Club opened its first doors on October 20, 1919, by Barney Kessel, when years ago horse-drawn wagons carted fruit, vegetables, meats and all other kinds of food products to the City's hotels, restaurants, schools and grocery markets; and

WHEREAS, Randolph and Halsted Streets have long been a Chicago market-place, it was here that Barney Kessel relocated his restaurant in 1936 serving the best steaks, chops and cocktails; and

WHEREAS, Barney's has been a major meeting place for businessmen and important politicians ever since; and

WHEREAS, So many of them frequented Barney's, he had a hard time remembering their names, and so was born the familiar greeting he chose for everyone, "Yes Sir, Senator"; and

WHEREAS, Barney was such a generous man, that on holidays he would provide thousands of free meals to the less fortunate through missions, orphanages and hospitals; and

WHEREAS, Having been known as a jovial and hard-working man, he is best remembered by the large portrait hanging on the restaurant wall today, painted by an inmate of the Statesville Prison; and

WHEREAS, Barney died many years ago, his restaurant lives on, still preserving that fine Chicago steak-house atmosphere. Many businessmen still barter deals there, sports enthusiasts stop by on their way to the games and many a tourist is fascinated to eat in an establishment with so much heritage and so many memories; and

WHEREAS, When the door to the grand old liquor cabinet opens by itself where Barney kept his favorite brand, we know it is he, and we will salute him with his old familiar greeting known to all, "Yes, Sir Senator"; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this day of September 13, 1989, do hereby pay tribute and congratulate Barney's Market Club on their "70th year"; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Barney's Market Club.

---

*Presented By*

**ALDERMAN RUSH (2nd Ward):**

**CONGRATULATIONS EXTENDED TO MRS. NELL HUNTER  
ON HER 100TH BIRTHDAY CELEBRATION.**

WHEREAS, Mrs. Nell Hunter was born September 12, 1889 in Memphis, Tennessee; and

WHEREAS, Mrs. Hunter is world reknown as one of the great mezzo soprano singers of this century; and

WHEREAS, Mrs. Hunter holds a Bachelor of Arts degree from North Carolina College in Durham, a Masters in Music from the Chicago Musical College and has studied



extensively under such masters as Dr. Theo Lierhammer of Vienna, Austria; William Whitney of the New England Conservatory of Boston; Louis Drysdale of London and Herman Devries and Graham Reed of Chicago; and

WHEREAS, Mrs. Hunter founded the North Carolina Negro Spiritual Singers, whose national fame gained them many invitations to perform at the White House; and

WHEREAS, Mrs. Hunter has distinguished and honored the City of Chicago as a resident of the near south side; now, therefore,

*Be It Resolved*, That the City Council of the City of Chicago hereby joins the music world in saluting Mrs. Nell Hunter, world reknown mezzo soprano and resident of the City of Chicago, on the occasion of her 100th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mrs. Nell Hunter.

---

*Presented By*

**ALDERMAN CALDWELL (8th Ward):**

**TRIBUTE TO LATE DEACON FRED YOUNG, SR.**

WHEREAS, God in his infinite wisdom has called to his eternal reward Deacon Fred Young, Sr., beloved Chicago citizen, August 9, 1989; and

WHEREAS, Deacon Fred Young, Sr. was born in Jackson, Mississippi, he was a model man. As a young man he was respectful and obedient to everyone; and

WHEREAS, Deacon Fred Young, Sr. served in the Korean Conflict and received an honorable discharge. In 1950, he moved to Chicago and united with Silver Cloud Baptist Church. He was united in holy matrimony to Elizabeth Adam; and

WHEREAS, In 1972, Deacon Fred Young, Sr., joined Calvary Baptist Church, under the pastorate of Reverend C. R. Phillips as a Deacon; and

WHEREAS, Deacon Fred Young, Sr. touched many lives with his warmth and understanding in a very special way; and

WHEREAS, A model husband and father, Deacon Fred Young, Sr., leaves behind his loving and devoted wife, Elizabeth; two daughters, Lillie Marie and Dorothy Ann; three sons, Terry, Fred, Jr., and Ken Edward; two sons-in-law, George Dinkins and Roy White; six grandchildren; four sisters, Amanda Jones, Mandy Powell, Sarah Bingham, Annie Lee

Fleming; six brothers, Joe E., John C., Douglas, Talley, Bryant Kelly, D. Young, and a host of nieces, nephews and friends; now, therefore,

*Be It Resolved.* That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of September, 1989, A.D., do hereby express our sorrow on the passing of Deacon Fred Young, Sr. and extend to his fine family and many friends our deepest sympathy; and

*Be It Further Resolved.* That a suitable copy of this resolution be prepared and presented to the family of Deacon Fred Young, Sr.

---

*Presented By*

**ALDERMAN VRDOLYAK (10th Ward):**

**CONGRATULATIONS EXTENDED TO ASSISTANT DEPUTY POLICE  
SUPERINTENDENT CARL DOBRICH ON HIS RETIREMENT  
AFTER THIRTY-FIVE YEARS OF  
DEDICATED SERVICE.**

WHEREAS, Many young men and women from all areas of the City of Chicago strive to join the ranks of Chicago's finest, the Police Department; and

WHEREAS, One such neighborhood on the southeast side of Chicago, provided many candidates who qualified and rose to high levels of achievement; and

WHEREAS, Candidate of the southeast side of Chicago, Carl Dobrich, became a member of the Chicago Police Department on October 1, 1954, fulfilling his lifelong dream; and

WHEREAS, Following his appointment, Carl Dobrich served in many capacities, beginning with the Traffic Division, the Youth Division, Burglary Division and the Detective Division. During these assignments he rose from the rank of Patrolman to Sergeant, September 1, 1963 to Lieutenant, March 2, 1965, to Captain, September 16, 1970. Upon reaching Captain, Carl Dobrich served as District Commander, as well as Commander of the many Divisions of Police in which he had previously served. On April 16, 1974, he was promoted to Assistant Deputy Superintendent. Carl's retirement date -- April 14, 1989. This has been a magnificent career of service to the entire City of Chicago; and

WHEREAS, Carl Dobrich prepared himself well for the career as a member of Chicago's finest. He attended DePaul University, Northwestern University, Traffic Institute, F.B.I. Training Programs, Southern Police Institute and Harvard Homicide Institute among many. He speaks three languages; and

WHEREAS, He has been recognized several times with awards and commendations, and has been nominated for the Richard J. Daley Award, Lambert Tree Award, the Carter Harrison Award, and on several occasions the Superintendent Award of Valor and Merit; and

WHEREAS, Carl Dobrich, a young American, a veteran, wanted to be a policeman. He began this career and in thirty-five years of service has left a model of a career that would be emulated by many; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council join the many friends of Carl Dobrich in honoring this outstanding young man and all join in wishing him and his family a healthy and enjoyable retirement.

---

*Presented By*

**ALDERMAN HUELS (11th Ward):**

**TRIBUTE TO LATE MR. WILLIAM J. "PINKY" LUCE.**

WHEREAS, William J. "Pinky" Luce, the beloved husband of Janet, nee Condic, has passed away; and

WHEREAS, William J. Luce was the loving father of Peter (Sherle), Lisa, Richard, Nick, Brian and Janet Lynn; and

WHEREAS, He is the beloved son of the late William and Marcella Luce, the fond grandfather of Nicholas, loving brother of Joan Levita, Carol (Elmer) Klean and Kathy (Donald) Raider, dear brother-in-law of Carol (Joe) Bill and Jackie (Frank) Marasso and fond uncle of many nieces and nephews; and

WHEREAS, William J. Luce was a fine citizen of the 11th Ward community, where he and his family have participated in many activities with the local parishes and community organizations; and

WHEREAS, Throughout his career as a Chicago police officer, he had done a fine job, going above and beyond the call of duty as the occasions had warranted; and

WHEREAS, William J. Luce will be greatly missed by his many family members and friends whose lives he 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 13th day of September in 1989, do hereby mourn the death of

William J. "Pinky" Luce, and may we also extend our deepest sympathy to his many family members and friends; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for the family of William J. "Pinky" Luce.

---

**CONGRATULATIONS EXTENDED TO POLICE CAPTAIN JAMES BELLS  
ON HIS RETIREMENT AFTER THIRTY-TWO YEARS  
OF DEDICATED SERVICE.**

WHEREAS, James Bells has been a Chicago police officer since March 16, 1957. For the past 32 years he has served in a variety of assignments. He was promoted to Sergeant on January 1, 1961, to Lieutenant on March 22, 1967 and Captain on April 16, 1976; and

WHEREAS, During the career of James Bells he had received numerous commendations for service; and

WHEREAS, The assignments of James Bells were several including the 9th District Deering Station; and

WHEREAS, After 32 years of service, James Bells is about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career, James Bells has had the total support of his family and friends, as he had done a fine job, not only for the citizens of the 11th Ward, but for the entire City of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 13th day of September in 1989, do hereby extend our sincerest gratitude to James Bells for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for James Bells.

*CONGRATULATIONS EXTENDED TO POLICE OFFICER  
ERVIN J. BOLDYGA ON HIS RETIREMENT  
AFTER THIRTY-TWO YEARS OF  
DEDICATED SERVICE.*

WHEREAS, Ervin J. Boldyga had joined the Chicago Police Department on March 1, 1957; and

WHEREAS, During the career of Ervin J. Boldyga he had received numerous commendations for service; and

WHEREAS, The assignments of Ervin J. Boldyga were several including the 9th District Deering Station; and

WHEREAS, After 32 years of service, Ervin J. Boldyga is about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career, Ervin J. Boldyga has had the total support of his family and friends, as he had done a fine job, not only for the citizens of the 11th Ward, but for the entire City of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 13th day of September in 1989, do hereby extend our sincerest gratitude to Ervin J. Boldyga for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for Ervin J. Boldyga.

---

*CONGRATULATIONS EXTENDED TO POLICE OFFICER  
LESTER ELLINGSON ON HIS RETIREMENT  
AFTER TWENTY-EIGHT YEARS OF  
DEDICATED SERVICE.*

WHEREAS, Lester Ellingson had joined the Chicago Police Department on January 23, 1961; and

WHEREAS, During the career of Lester Ellingson he had received numerous commendations for service; and

WHEREAS, The assignments of Lester Ellingson were several including the 9th District Deering Station; and

WHEREAS, After 28 years of service, Lester Ellingson is about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career, Lester Ellingson has had the total support of his family and friends, as he had done a fine job, not only for the citizens of the 11th Ward, but for the entire City of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 13th day of September in 1989, do hereby extend our sincerest gratitude to Lester Ellingson for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for Lester Ellingson.

---

**CONGRATULATIONS EXTENDED TO POLICE OFFICER  
PETER P. JONITES, JR. ON HIS RETIREMENT  
AFTER TWENTY YEARS OF  
DEDICATED SERVICE.**

WHEREAS, Peter P. Jonites, Jr. had joined the Chicago Police Department on February 17, 1969; and

WHEREAS, During the career of Peter P. Jonites, Jr. he had received numerous commendations for service; and

WHEREAS, The assignments of Peter P. Jonites, Jr. were several including the 9th District Deering Station; and

WHEREAS, After 20 years of service, Peter P. Jonites, Jr. is about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career, Peter P. Jonites, Jr. has had the total support of his family and friends, as he had done a fine job, not only for the citizens of the 11th Ward, but for the entire City of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 13th day of September in 1989, do hereby extend our sincerest

gratitude to Peter P. Jonites, Jr. for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

*Be It Further Resolved.* That a suitable copy of this resolution be made available for Peter P. Jonites, Jr.

---

**CONGRATULATIONS EXTENDED TO POLICE SERGEANT  
JOSEPH OKOSKEY ON HIS RETIREMENT  
AFTER TWENTY-FOUR YEARS OF  
DEDICATED SERVICE.**

WHEREAS, Joseph Okoskey has been a Chicago police officer since April 19, 1965. For the past 24 years he has served in a variety of assignments. On June 12 in 1978 he was promoted to Sergeant; and

WHEREAS, During the career of Joseph Okoskey he had received numerous commendations for service; and

WHEREAS, The assignments of Joseph Okoskey were several including the 9th District Deering Station; and

WHEREAS, After 24 years of service, Joseph Okoskey is about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career, Joseph Okoskey has had the total support of his family and friends, as he had done a fine job, not only for the citizens of the 11th Ward, but for the entire City of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

*Be It Resolved.* That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 13th day of September in 1989, do hereby extend our sincerest gratitude to Joseph Okoskey for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

*Be It Further Resolved.* That a suitable copy of this resolution be made available for Joseph Okoskey.

*CONGRATULATIONS EXTENDED TO POLICE OFFICER  
EDWARD SHAUGHNESSY ON HIS RETIREMENT  
AFTER THIRTY-THREE YEARS OF  
DEDICATED SERVICE.*

WHEREAS, Edward Shaughnessy had joined the Chicago Police Department on October 1, 1956; and

WHEREAS, During the career of Edward Shaughnessy he had received numerous commendations for service; and

WHEREAS, The assignments of Edward Shaughnessy were several including the 9th District Deering Station; and

WHEREAS, After 33 years of service, Edward Shaughnessy is about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career, Edward Shaughnessy has had the total support of his family and friends, as he had done a fine job, not only for the citizens of the 11th Ward, but for the entire City of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 13th day of September in 1989, do hereby extend our sincerest gratitude to Edward Shaughnessy for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for Edward Shaughnessy.

---

*CONGRATULATIONS EXTENDED TO POLICE OFFICER  
RICHARD A. SKONIECZNY ON HIS RETIREMENT  
AFTER TWENTY-EIGHT YEARS OF  
DEDICATED SERVICE.*

WHEREAS, Richard A. Skonieczny had joined the Chicago Police Department on January 23, 1961; and

WHEREAS, During the career of Richard A. Skonieczny he had received numerous commendations for service; and



WHEREAS, The assignments of Richard A. Skonieczny were several including the 9th District Deering Station; and

WHEREAS, After 28 years of service, Richard A. Skonieczny is about to retire from the Chicago Police Department; and

WHEREAS, Throughout his career, Richard A. Skonieczny has had the total support of his family and friends, as he had done a fine job, not only for the citizens of the 11th Ward, but for the entire City of Chicago, going above and beyond the call of duty as the occasions had warranted; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 13th day of September in 1989, do hereby extend our sincerest gratitude to Richard A. Skonieczny for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for Richard A. Skonieczny.

---

**CONGRATULATIONS EXTENDED TO DEPUTY CITY TREASURER  
EDWARD MURRAY ON HIS RETIREMENT  
AFTER TWENTY-FOUR YEARS OF  
DEDICATED SERVICE.**

WHEREAS, Edward Murray retired from his position as Deputy City Treasurer of Chicago on September 1, 1989; and

WHEREAS, Mr. Murray, a native son of the Bridgeport neighborhood of Chicago, served honorably and faithfully under four different City Treasurers for 24 consecutive years, beginning in 1965; and

WHEREAS, He has also served his party well as a lifelong member of the 11th Ward Regular Democratic Organization as a hard working and successful precinct captain; and

WHEREAS, He has been a devoted husband and father to seven children, Mary, Edward, Lucille, Margaret, Catherine, John and Michael, and today is the proud grandfather of six more, Tricia, James Jr., Joseph, Kristen, Brittany and Zachary; and

WHEREAS, He has been a good and considerate son to his parents, John Michael and Mary D. Murray, as well as to his in-laws, Joseph and Catherine Bergthold; and

WHEREAS, Eddie recently suffered the tragic loss of his loving and wonderful wife of 30 years, Mary, who passed away on February 2, 1989; and

WHEREAS, He is known to his many friends, co-workers and associates alike as a generous, kind and considerate man who shares everything he has at his disposal; now, therefore,

*Be It Resolved.* That we, the Mayor and members of the City Council, gathered here this 13th day of September, 1989, do hereby commend Edward Murray for his loyal and devoted service to the city and the people of Chicago and extend our appreciation for his contributions to this government; and

*Be It Further Resolved.* That a suitable copy of this resolution be presented to Eddie Murray.

---

**CONGRATULATIONS EXTENDED TO MRS.  
ROSE MARY GLEASON ON HER  
NINETIETH BIRTHDAY  
CELEBRATION.**

WHEREAS, On October 4, 1899, Rose Mary Gleason was born to Lucille (nee Coletta) and Joseph Naponiello in a little village called Oliveto Citra, Italy; and

WHEREAS, Rose Mary Gleason came to America when she was two years old and settled in Chicago with her family. Since 1910 she has been a resident in the community of Bridgeport; and

WHEREAS, Rose Mary Gleason has enjoyed a long and fruitful life and epitomizes the strength and solidity of the family; she has been a hard-working woman who raised two daughters, Joanne and Patricia, and now her family consists of 8 grandchildren and 8 great-grandchildren; and

WHEREAS, Many words could describe Rose Mary Gleason -- unique, unselfish, optimistic, wonderful, reliable, tireless, and loveable; for ninety years God has continued to bless her with wisdom, a keen mind, health and a sense of humor; now, therefore,

*Be It Resolved.* That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of September, 1989, A.D., do hereby congratulate Rose Mary Gleason on the occasion of her 90th birthday and extend to this fine citizen and her family our very best wishes for a continually fulfilling and prosperous life; and

*Be It Further Resolved.* That a suitable copy of this resolution be presented to Rose Mary Gleason.

*CONGRATULATIONS EXTENDED TO BRIDGEPORT  
CHILD DEVELOPMENT CENTER ON THEIR  
TENTH ANNIVERSARY.*

WHEREAS, The Bridgeport Child Development Center will be celebrating their 10th anniversary in September, 1989; and

WHEREAS, The Bridgeport Child Development Center has become "home" to approximately 150 children while their parents work; and

WHEREAS, The Center has helped bridge the many cultural backgrounds of the children and parents of the Bridgeport community; and

WHEREAS, The Central Baptist Children's Home is to be commended and congratulated for operating such a community oriented program and recognizing the needs of the Bridgeport community for quality day-care; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 13th day of September in 1989, do hereby extend our heartiest congratulations to Mark Mc Hugh and Roseanne De Gregorio, co-directors of the Bridgeport Child Development Center and the Central Baptist Children's Home on their 10th anniversary and wish them continued success in the years to come; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for the Bridgeport Child Development Center.

---

*Presented By*

**ALDERMAN HUELS (11th Ward) And  
ALDERMAN FARY (12th Ward):**

**ALDERMAN EDWARD M. AND MRS. ANNE M. BURKE HONORED  
AS BACK OF THE YARDS NEIGHBORHOOD  
COUNCIL'S COUPLE OF THE YEAR.**

WHEREAS, The Back of the Yards Neighborhood Council will honor Edward M. Burke and Anne M. Burke as Couple-of-the-Year on September 6, 1989; and

WHEREAS, Ed and Anne Burke have been so chosen because of their immeasurable contributions to the betterment of the people in the neighborhood, the 14th Ward, the south side and the whole city; and

WHEREAS, Ed's public service career began as a Chicago police officer, and has continued during a 20-year career as a member of the City Council and as a member of numerous commissions; and

WHEREAS, In his present and previous capacity as Finance Chairman he has held the financial security of Chicago in his hands and has ably administered the affairs of the city; and

WHEREAS, He has honorably represented the area in political circles through his work as committeeman and delegate to five national conventions; and

WHEREAS, Anne Burke has personally enriched the lives of millions of mentally and physically handicapped persons nationwide through her efforts in establishing the Special Olympics and her membership on the boards of a number of related charities; and

WHEREAS, She has established a law practice and recently argued successfully before the Illinois Supreme Court; and

WHEREAS, They have been devoted parents to four lovely children and vital members of this community as well as long-time members of the Back of the Yards Neighborhood Council; and

WHEREAS, The interests of the many who live in the 14th Ward and neighboring communities have been promoted and secured through the work of Ed and Anne Burke; and

WHEREAS, The Back of the Yards would like to thank the Burkes for their outstanding, enduring and continuing efforts on behalf of this community; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council, gathered here this 13th day of September, 1989, do hereby congratulate Edward M. and Anne M. Burke for their public, professional and private achievements and for their selection as Couple-of-the-Year by the Back of the Yards Neighborhood Council and do wish them continued success in all of their endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Ed and Anne Burke.

*Presented By*

**ALDERMAN FARY (12th Ward):**

**CONGRATULATIONS EXTENDED TO FIVE HOLY MARTYRS  
BOY SCOUT TROOP 465 ON THEIR  
SIXTIETH ANNIVERSARY.**

WHEREAS, The year 1989 marks the 60th anniversary of Troop 465 of the Boy Scouts of America; and

WHEREAS, Scouts from recent years and eras past will commemorate this monumental achievement of Troop 465 with outings, reunions and other events throughout the year; and

WHEREAS, Scouting builds strength of character and moral consciousness in boys of all ages in the great American spirit of participation and fun; and

WHEREAS, Scouts of Troop 465 continue to serve their beloved church and proud community in the honored traditions of the Boy Scouts of America; now, therefore,

*Be It Resolved*, That we, the Mayor of the City of Chicago and members of the City Council gathered here today, this 13th day of September, 1989 A.D., do hereby salute past and present scouts of Troop 465 on the occasion of their 60 years in scouting; and

*Be It Further Resolved*, That our congratulations and prayerful best wishes are also extended to Five Holy Martyrs Parish, sponsor of Troop 465, for their spiritual guidance; scout families for their active participation and good friends who, throughout the years, continue to support the scouting program; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared by the City Clerk of the City of Chicago for presentation to Troop 465 at an anniversary mass of thanksgiving and celebration planned for September 16, 1989.

*Presented By*

**ALDERMAN MADRZYK (13th Ward):**

**CONGRATULATIONS EXTENDED TO EVANGELICAL LUTHERAN  
CHURCH OF THE CROSS ON THEIR  
SIXTIETH ANNIVERSARY.**

WHEREAS, Lutheran Church of the Cross, one of the most beloved and community involved religious institutions on Chicago's southwest side, is sixty years old; and

WHEREAS, Lutheran Church of the Cross, incorporated on January 6, 1929 as a mission church constructed on the corner of 65th Place and Hamlin Avenue. The Reverend Hartwig Harms was commissioned by the Illinois District Mission Committee (American Lutheran Church) to be mission pastor to this new congregation. That building served as the new congregations' home for twenty-seven years until the present facility was built at 65th Place and Springfield Avenue. Subsequently, as the congregation continued to expand with members and programs, a new parish hall was added to the church structure; and

WHEREAS, Now representative of the diverse religious and social concerns of its community, Lutheran Church of the Cross has continued to have active Sunday School and youth programs in addition to its worship services and programs. This religious institution serves the community at large by providing an outpost for Southwest Women Working Together, a square dance club, and a practice facility for basketball programs sponsored by other community churches. This congregation has been a leading force in the Boy Scouts of America and Cub Scouting programs as well as serving as a host for a Girl Scout unit from Hurley School. The church is actively involved in collecting food for neighborhood food pantries and supports the work of the Augustana Center, a home for the developmentally handicapped. A group whose activities benefit the American Cancer Society of Chicago is also sponsored and an annual craft and rummage sale is held with its proceeds going to benevolent causes; and

WHEREAS, The leaders of our great City are cognizant of the innumerable contributions of Lutheran Church of the Cross throughout this area; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of September, 1989 A.D., do hereby and on behalf of all Chicago citizens, join in the general celebration of the 60th anniversary of the Evangelical Lutheran Church of the Cross, and extend to the pastor, Reverend Ross Zeller, and all members of this fine parish our very best wishes for many more years of fulfillment and happiness; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Evangelical Lutheran Church of the Cross.

*CONGRATULATIONS EXTENDED TO LABOR FOREMAN  
MATHIAS J. SCHERGEN ON HIS RETIREMENT  
FROM DEPARTMENT OF PUBLIC WORKS  
AFTER THIRTY-FIVE YEARS OF  
DEDICATED SERVICE.*

WHEREAS, Mathias J. Schergen is a lifelong resident of our great city, having been born in the Gage Park area on September 29, 1931, one of two children; and

WHEREAS, He joined the Department of Public Works, Bureau of Construction on June 1, 1954 as a laborer, which was a year after he married his wife Joan, to whom eleven children were born; and

WHEREAS, In 1962 he earned the position of foreman in the Bureau of Construction; and

WHEREAS, During his thirty-five years with the Department of Public Works he lived up to the motto of the City of Chicago, "I Will", giving his strength, pride, and experience on the numerous jobs to which he was assigned; and

WHEREAS, On July 27, 1989, Labor Foreman Mathias J. Schergen resigned from the City of Chicago, Department of Public Works, Bureau of Construction, but leaves an example behind of honest hard work is what builds cities like Chicago; and

WHEREAS, He returns full-time to his wife, Joan, his eleven children and his eighteen grandchildren to begin a long and well-earned retirement; and

WHEREAS, Labor Foreman Schergen was born, raised, schooled, married and raised his children, worked and retired with over thirty-five years of service as a laborer for the City of Chicago; now, therefore,

*Be It Resolved*, That the Mayor and the City of Chicago extend warmest congratulations to Labor Foreman Mathias J. Schergen on his retirement, and extend our wishes that he may enjoy good health and the blessings of God and family, for many years to come; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Labor Foreman Mathias J. Schergen.

*Presented By*

**ALDERMAN BURKE (14th Ward):**

*CONGRATULATIONS EXTENDED TO WEATHERMAN JOHN COUGHLIN  
ON HIS RETIREMENT AFTER THIRTY-SIX YEARS  
WITH WBBM TELEVISION.*

WHEREAS, WBBM weatherman John Coughlin retired last month after 36 years with the station; and

WHEREAS, John Coughlin is a native of the Chicago area and has lived here all of his life; and

WHEREAS, "Mr. Sunshine", as he is known, has been a familiar figure to millions of Chicagoans who daily relied on him for accurate information about the weather; and

WHEREAS, He is known to his colleagues, friends and associates as a highly professional journalist; and

WHEREAS, His professionalism towards his work is exceeded only by his modesty, easygoing manner, sincerity and charm; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council, gathered here this 13th day of September, 1989, do hereby commend John Coughlin for his television career and wish him well in his retirement; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to John Coughlin.

---

*TRIBUTE TO LATE MR. FRANK CHESROW.*

WHEREAS, Frank Chesrow, a prominent public official, passed away last month at the age of 86; and

WHEREAS, Mr. Chesrow, a lifelong Democrat, was first elected as a trustee of the Metropolitan Sanitary District in 1948; and

WHEREAS, He went on to serve as president of the district from 1958 to 1966; and

WHEREAS, He was a member of the Cook County Board of Commissioners from 1970 to 1986; and



WHEREAS, He was a successful pharmacist who owned a string of drugstores in the loop and in the Taylor Street neighborhood; and

WHEREAS, He served with distinction in the U. S. Army Reserves from 1932 to 1942 and then served in Europe training hospital personnel, served as a liaison to the Italian Army after the war and received more than 19 military decorations; and

WHEREAS, He served as a Papal Chamberlain under Pope John XXIII; and

WHEREAS, He was an art collector, and served with various civic and charitable organizations; and

WHEREAS, He was a dedicated family man, a dedicated public servant, and a friend to many of us who knew him from the worlds of government and politics; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council, gathered here this 13th day of September, 1989, do hereby commemorate Frank Chesrow for his contributions to the City of Chicago and the County of Cook and do extend our sincerest condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Frank Chesrow's wife, Ruth.

---

*Presented By*

*ALDERMAN GARCIA (22nd Ward):*

*SEPTEMBER 15TH THROUGH OCTOBER 15TH RECOGNIZED  
AS HISPANIC HERITAGE MONTH.*

WHEREAS, The City of Chicago is an ethnically diverse city, with its citizens from many different countries and racial backgrounds; and

WHEREAS, The City of Chicago's Hispanic population has grown to a very significant proportion over recent years; and

WHEREAS, The following Hispanic countries celebrate Independence Days or National Holidays between September 15 and October 15:

Belize,	September 21
Bolivia,	October 12
Mexico,	September 16
Nicaragua,	September 15
Spain,	October 12
Guatemala,	September 15
Honduras,	September 15
Chile,	September 18
Costa Rica,	September 15
El Salvador	September 15;

and

WHEREAS, Former President Ronald Reagan, while in office, signed a proclamation in which Hispanic Heritage Month is observed from September 15 through October 15 and effective for the first time in 1989; and

WHEREAS, The Museum of Science and Industry's Hispanic Festival 1989 Advisory Committee and its Chairman, Michael W. Gonzalez, cognizant of the first observance of Hispanic Heritage Month, scheduled the Hispanic Festival 1989 to coincide with the first observance of Hispanic Heritage Month; and

WHEREAS, The Hispanic Festival 1989, sponsored by Kraft General Foods, is comprised of diverse cultural and educational programming including: a juried art exposition, a special exhibit on the history of Colombian architecture, three weekends of live cultural performances and nine days of career motivation seminars in which top Hispanic professionals expose Chicago area students to career options in many professional areas including engineering, mathematics and science, law, health awareness, and print and electronic media; now, therefore,

*Be It Resolved*, That the Museum of Science and Industry, Kraft General Foods, the Hispanic Festival 1989 Advisory Committee and its Chairman, Michael W. Gonzalez, having provided all of the citizens of the City of Chicago, particularly the Hispanic citizens of our city with a program that is culturally diverse, educational and interesting, are to be commended for their fine efforts in planning the Hispanic Festival 1989; and that the dates September 15 through October 15, 1989, be officially recognized as Hispanic Heritage Month in the City of Chicago; and

*Be It Further Resolved*, That the City Clerk's Office is directed to prepare a suitable copy of this resolution for presentation.

---

*Presented By*

**ALDERMAN KRYSTYNIAK (23rd Ward):**

**CONGRATULATIONS EXTENDED TO MR. JON JORDAN ON  
ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, Jon Jordan, outstanding young citizen of Chicago's great southwest side, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A member of Saint Gall Boy Scout Troop 697, Jon Jordan has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Jon Jordan represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 13th day of September, 1989, A.D., do hereby offer our heartiest congratulations to Jon Jordan on having achieved the exalted rank of Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy, prosperous future; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Jon Jordan.

---

**CONGRATULATIONS EXTENDED TO NORMANDY PARK GIRLS  
SOFTBALL TEAM AS PARK DISTRICT'S 1989  
JUNIOR DIVISION CHAMPIONS.**

WHEREAS, On July 15, 1989, the Girls Softball Team from Normandy Park, already having won the Southside Championship, scored a major victory over the Northside Champions from Kosciuszko Park in the Chicago Park District (Junior Division) Softball Championship Game at Grant Park to become the undisputed Citywide Champions; and

WHEREAS, This fine 11-member team, under expert guidance from Coaches John Bobek and Gary Kozicki, and Assistant Coaches Dan O'Shea, Ray Smidl and Nick Schmit, won a tough, extra-inning 7 to 6 victory over the excellent Kosciuszko Park Team, bringing glory to Normandy Park, the Garfield Ridge community, the 23rd Ward and Chicago's grateful south side; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of September, 1989, A.D., do hereby congratulate each and every member of the Normandy Park Girls Softball Team, the Chicago Park District's 1989 Junior Division Champions:

Tammy Greb	Nancy Regan
Trish Ivanjack	Noel Rice
Traci Maier	Jenny Schmit
Amy Malek	Janelle Smidl
Jean Matthews	Cathy Sucich
Karen O'Shea	

and we extend to each of these fine young citizens our very best wishes for similar successes in the future; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Normandy Park Girls Softball Team.

---

COMMISSIONERS OF DEPARTMENTS OF PUBLIC WORKS AND  
PLANNING ORDERED TO INITIATE PROCESS OF  
SECURING PROPERTY, AND FEDERAL, STATE  
AND LOCAL GOVERNMENTS MEMORIALIZED  
TO IDENTIFY FUNDING, FOR SENIOR  
CITIZEN FACILITY TO SERVICE  
FAR SOUTHWEST SIDE  
OF CITY.

WHEREAS, The senior citizen community constitutes a sizable and growing population group on the far southwest side of the City of Chicago; and

WHEREAS, Many members of the senior citizen population require continuous medical care and suitable transportation; and

WHEREAS, The senior citizens of the far southwest side must travel to 6117 South Kedzie Avenue in order to use the existing senior citizen facility, which is already overcrowded; and

WHEREAS, The distance and travel time for many of these seniors is not appropriate in meeting their needs to reach existing city sponsored facilities; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council do hereby approve the study, development, and construction of a senior center facility to service the far southwest side of the City of Chicago, and hereby order the Commissioner of the Department of Public Works and Commissioner of Planning for the City of Chicago to begin the process and initiate a proper study to either secure vacant property or to lease property for this purpose; and

*Be It Further Resolved*, That the United States Department of Housing and Urban Development, State of Illinois, and the City of Chicago are hereby memorialized to identify appropriate funding for a senior citizen facility on the far southwest side of the City of Chicago and include this project in the next annual Capital Development Program.

---

*Presented By*

**ALDERMAN HAGOPIAN (30th Ward) And  
ALDERMAN M. SMITH (48th Ward):**

**MONTH OF SEPTEMBER DECLARED "P.O.W./M.I.A.  
RECOGNITION MONTH".**

WHEREAS, The Vietnam Conflict was one of the darkest periods of American History; one which divided a nation. The wounds of that era still burn through the souls of those involved as parents, friends, families and soldiers, some of whom were wounded or killed, and finally, those who remain missing or are believed to be held captive in Southeast Asia; and

WHEREAS, We Americans, whether veteran, native born, immigrant, or refugee, must peacefully work out our feelings on the Vietnam Conflict; as the strength of America is the democratic process which allows differences to be expressed and harmony achieved; and

WHEREAS, Many events during the month of September are scheduled remembering our brothers who are missing or held captive in Southeast Asia. In order to commemorate and honor those lost but not forgotten brothers, the Vietnam Veterans of America along

with the Vietnamese Veterans Association held a 24-hour vigil on 9 – 10, September, 1989, at the Vietnam Veteran's Museum at 5002 North Broadway which was attended by many of the faithful from the Chicago area. From this time forth through the end of the month, the public is asked to drive with headlights on in order to light the way home for the P.O.W.s and M.I.A.s; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here on this 13th day of September, A.D., do hereby, on behalf of all citizens of this great City, declare the entire month of September, "P.O.W./M.I.A. Recognition Month", as we will focus our prayers and thoughts toward those brave men and women who gave so much but lost even more.

---

*Presented By*

**ALDERMAN KOTLARZ (35th Ward):**

**CONGRATULATIONS EXTENDED TO MR. CHARLES RUCKER  
ON EARNING EAGLE BADGE.**

WHEREAS, Charles Rucker, a native of our great City of Chicago and member of Boy Scout Troop 999 has earned the Eagle Badge; and

WHEREAS, The Eagle Badge is the highest award that can be earned in the Boy Scouts of America; and

WHEREAS, Charles Rucker through his efforts and dedication that went into the earning of this badge has set a fine example of citizenship and character for others; and

WHEREAS, Charles Rucker has been a positive influence on his fellow scouts and the community; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council, gathered here this 13th day of September, 1989, A.D., do hereby offer our most sincere congratulations to Charles Rucker on his earning the Eagle Badge and extend to this outstanding citizen, our very best wishes in his future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and forwarded to Charles Rucker.

*CONGRATULATIONS EXTENDED TO VAL W. POTERЕК AND SONS,  
INCORPORATED ON THEIR SEVENTY-FIFTH  
ANNIVERSARY.*

WHEREAS, Val W. Poterek and Sons, Incorporated, located at 3451 North Milwaukee Avenue, is celebrating its 75th year anniversary; and

WHEREAS, Val W. Poterek and Sons, Incorporated, founded by Val W. Poterek, has been in business since September 14, 1914, as a tobacco and candy distributor; and

WHEREAS, Raymond S. Poterek, Chairman of the Board and past President is recognized as a key force in the success and development of the company; and

WHEREAS, John R. Poterek, President, is recognized for his leadership ability and remains undaunted in his determination to maintain high company standards; and

WHEREAS, Jerome R. Skiba, Vice President, and all company staff and employees of Val W. Poterek and Sons, Incorporated have established an excellent record of constructive company involvement; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this 13th day of September, 1989, A.D., do hereby extend to Val W. Poterek and Sons, Incorporated, to the entire staff and employees, our sincere congratulations and our best wishes for continuing success; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Val W. Poterek and Sons, Incorporated.

---

*Presented By*

**ALDERMAN BANKS (36th Ward):**

*CONGRATULATIONS EXTENDED TO MR. MITCHELL DOROCIАK  
ON HIS SEVENTY-FIFTH BIRTHDAY CELEBRATION.*

WHEREAS, September 25, 1989, marks the 75th birthday of one of our town's most beloved citizens, Mitchell Dorociak; and

WHEREAS, Born in Chicago on this date in 1914, Mitchell Dorociak has been a highly visible and active member in this grateful community for the greater part of this century. Since June 10, 1944, he has enjoyed a life of marital bliss with Nancy Dorociak. Although

no children were born to this union, Mr. and Mrs. Mitchell Dorociak have been blessed with many nieces and nephews and a host of friends and neighbors who treasure them; and

WHEREAS, The Dorociak home in Chicago's great 36th Ward is one of the most well-kept residences on Chicago's northwest side; Mitchell Dorociak takes great pride and meticulous care in maintaining its exterior and interior to perfection and has long been highly regarded by his neighbors Lottie Rozanski, the late Edward Rozanski, Mrs. Jean Gelata, and late Frank Gelata, the late Joan Stepski, and Mel and Fran Rozanski, Allan and Diane Rozanski, Krysta and Danielle; and

WHEREAS, Mitchell Dorociak has held a very special place in the heart of Miss Karen Rozanski whom he has long looked after as if she were one of his own; and

WHEREAS, Mitchell Dorociak represents the strength and solidity of family life, friendship, and the virtue of being a good neighbor, and celebrates this great occasion with his family and his many friends and neighbors; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of September, 1989, A.D., do hereby join in the congratulations of Mr. Mitchell Dorociak as he celebrates his 75th birthday, and extend to him and his lovely wife, Nancy, our very best wishes for continuing happiness and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. Mitchell Dorociak.

---

CONGRATULATIONS EXTENDED TO MRS. JEAN GELATA ON  
HER SEVENTY-FIFTH BIRTHDAY CELEBRATION.

WHEREAS, September 26, 1989, marks the 75th birthday of Mrs. Jean Gelata, one of our great City's most beloved citizens; and

WHEREAS, Born in Chicago September 26, 1914, Jean enjoyed a life of marital bliss with the late Frank Gelata for some 37 years. Although no children were born to this union, Mr. and Mrs. Frank Gelata were blessed with nieces and nephews whom they looked after as though they were their own: Allan and Diane, Mel and Fran, Karen, Krysta and Danielle; and

WHEREAS, Mrs. Jean Gelata represents the strength and solidity of family life through the time and energy she has devoted over the years to the younger members of her family. She celebrates her birthday with these nieces and nephews, her loving sister, Lottie, and her many friends; now, therefore,



*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of September, 1989, A.D., do hereby congratulate Jean Katherine Gelata as she celebrates her 75th birthday, and extend to this fine citizen our very best wishes for many more years of happiness and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mrs. Jean Gelata.

---

**CONGRATULATIONS EXTENDED TO MS.  
CHRISTINE MARIE KENNEDY ON  
HER EIGHTIETH BIRTHDAY  
CELEBRATION.**

WHEREAS, Christine Marie Kennedy, one of the northwest side's most beloved citizens, is 80 years young; and

WHEREAS, Born September 16, 1909, Christine Marie Kennedy enjoyed 40 years of marital bliss with the late Francis J. Kennedy; and

WHEREAS, Christine Marie Kennedy represents the strength and solidity of family life, and celebrates this great occasion with her four children, Karen, Kevin, Kyran, and Kerry, and with her seven grandchildren: Stephanie, Brian, Anne, Sean, Patrick, Kathryn and Daniel; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of September, 1989, A.D., do hereby congratulate Christine Marie Kennedy as she celebrates her 80th birthday, September 16, and extend to this fine citizen our very best wishes for many more years of happiness and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Christine Marie Kennedy.

Presented By

**ALDERMAN CULLERTON (38th Ward):**

**CONGRATULATIONS EXTENDED TO MR. DAVID M. FELLER  
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, David M. Feller, outstanding young citizen of Chicago's great northwest side, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A member of Saint Pascal's Boy Scout Troop 815, David M. Feller has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, David M. Feller represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of September, 1989, A.D., do hereby offer our heartiest congratulations to David M. Feller on having achieved the exalted rank of Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy, prosperous future; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to David M. Feller.

---

**CONGRATULATIONS EXTENDED TO MR. JOSEPH G. JONES  
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, Joseph G. Jones, outstanding young citizen of Chicago's great northwest side, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A member of Saint Pascal's Boy Scout Troop 815, Joseph G. Jones has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Joseph G. Jones represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of September, 1989, A.D., do hereby offer our heartiest congratulations to Joseph G. Jones on having achieved the exalted rank of Eagle

Scout, and extend to this fine young citizen our best wishes for a bright, happy, prosperous future; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Joseph G. Jones.

---

*Presented By*

**ALDERMAN NATARUS (42nd Ward):**

**CONGRATULATIONS EXTENDED TO BISHOP TIMOTHY J. LYNE  
ON HIS RETIREMENT AS PASTOR OF  
HOLY NAME CATHEDRAL.**

WHEREAS, Bishop Timothy J. Lyne was born on March 21, 1919 to Mary and Michael Lyne; and

WHEREAS, Bishop Lyne received an STL degree in theology and a Master of Arts in history from Saint Mary of the Lake Seminary; and

WHEREAS, Bishop Lyne was ordained by Samuel Cardinal Stritch on May 1, 1943 and was assigned to Saint Mary's Church in Riverside where he remained until 1962; and

WHEREAS, At Saint Mary's Church, Bishop Lyne was instrumental in working to develop new parishes in the western suburbs as the population began to grow; and

WHEREAS, In 1962, Bishop Lyne was transferred to Saint Edmunds in Oak Park as an Associate to Reverend Monsignor Donald M. Carroll where he was involved with several building projects as well as Serra Club, serving as its chaplain; and

WHEREAS, Bishop Lyne remained at Saint Edmunds until 1966 when John Cardinal Cody requested him to take on the responsibility of being Senior Associate at Holy Name Cathedral under the pastorate of Auxiliary Bishop Cletus O'Donnell; and

WHEREAS, In 1967, John Cardinal Cody named Father Timothy Lyne pastor of Holy Name Cathedral because of his valuable experience in helping to administrate both Saint Mary's and Saint Edmund's parish and his many competent abilities; and

WHEREAS, While at Holy Name Cathedral, Father Lyne has undertaken many important and difficult projects including the renovation of the Cathedral in 1968, a subsequent repainting of the Cathedral as well as the installation of a new organ for the Cathedral; and

WHEREAS, On December 13, 1983, Timothy J. Lyne was ordained as an Auxiliary Bishop by Joseph Cardinal Bernardine at Holy Name Cathedral; and

WHEREAS, During his tenure as pastor at Holy Name Cathedral Bishop Lyne has coordinated many significant and historic events: the visit of Pope John Paul II in 1979, the death of John Cardinal Cody in 1982, the installation of Joseph Cardinal Bernardine as Archbishop of Chicago in 1982, and the ordination of six Auxiliary Bishops for the Archdiocese of Chicago; and

WHEREAS, Along with parish and archdiocesan liturgical events, Bishop Lyne has fostered and maintained both a Grammar School and High School that has opened its doors to a variety of socioeconomic and ethnic groups; and

WHEREAS, In his role as pastor, as well as Auxiliary Bishop, Bishop Lyne has willingly given his time and effort to many civic and charitable organizations for invocations and speeches; and

WHEREAS, Bishop Lyne is a man of great faith and dedicated service not only to the Archdiocese of Chicago, but also the City of Chicago and the State of Illinois; and

WHEREAS, On January 1, 1990, Bishop Lyne will retire as pastor of Holy Name Cathedral, but will continue his devoted service to the Archdiocese of Chicago and the City of Chicago as Auxiliary Bishop; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago assembled in meeting this 13th day of September, nineteen hundred and eighty-nine, do hereby honor and congratulate Bishop Timothy J. Lyne on the occasion of his retirement as pastor of Holy Name Cathedral, and do also extend our deepest gratitude for all he has done for the citizens of the City of Chicago, and wish him well in all of his future endeavors. Bishop Lyne's achievements and devoted work are a testimonial to the high degree of quality and value that Bishop Lyne places on service to the community; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Bishop Timothy J. Lyne.

---

CONGRATULATIONS EXTENDED TO NORTH DEARBORN  
ASSOCIATION ON OCCASION OF ITS 1989  
"GARDEN WALK AND HERITAGE  
FESTIVAL".

WHEREAS, The North Dearborn Association is one of the oldest street associations of its kind in Chicago, having introduced the concept of the "Garden Walk in Chicago"; and

WHEREAS, On Sunday, July 23, 1989, the North Dearborn Association will celebrate its contributions toward the preservation and improvement of its community by conducting the 31st Annual North Dearborn Association Garden Walk and Heritage Festival; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago assembled in meeting this 13th day of September, 1989, do hereby honor and congratulate the North Dearborn Association, Ms. Libby Horn, President; Co-Chairpersons, Ms. Anna Kenefick and Ms. Pat Young; and its officers and members, on the occasion of its 1989 "Garden Walk and Heritage Festival", and further, for all of their work toward the preservation and improvement of the North Dearborn Parkway community; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the North Dearborn Association.

---

**TRIBUTE TO LATE MRS. MARTHA MC CORMICK HUNT.**

WHEREAS, Almighty God in his infinite mercy and wisdom called Martha McCormick Hunt to her eternal reward on Monday, July 31, 1989; and

WHEREAS, Mrs. Hunt attended the Latin School of Chicago and the Villa Mercede in Florence, Italy; and

WHEREAS, In 1963, Martha McCormick married William O. Hunt, Jr. and has lived in Chicago since then; and

WHEREAS, Mrs. Hunt has been a civic and philanthropic leader for many years in the City of Chicago; and

WHEREAS, Mrs. Hunt was co-founder and director of the Chicago City Day School; and

WHEREAS, Mrs. Hunt graciously gave her time and service to the boards of the Lyric Opera of Chicago; the Antiquarian Society of the Art Institute of Chicago; the Northwestern Memorial Hospital Women's Board, and the Brooks and Hope B. McCormick Foundation; now, therefore,

*Be It Resolved*, That the City Council of the City of Chicago assembled in meeting this 13th day of September, nineteen hundred and eighty-nine, does hereby express its deepest sympathy at the passing of Mrs. Martha McCormick Hunt, and does also extend to her beloved husband, William; her two sons, Ian and Christopher; her two daughters, Hilary and Fiona; her sister, Abby McCormick O'Neil; and her two brothers, Mark and Brooks, Jr. its deepest condolences on the occasion of their profound loss. Martha McCormick Hunt will be sorely missed by all; and

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

---

Presented By

**ALDERMAN HANSEN (44th Ward):**

**CONGRATULATIONS EXTENDED TO MR. DENNIS BOND FOR  
HIS YEARS OF SERVICE AND HOSPITALITY TO  
CITIZENS OF ST. LOUIS AND CHICAGO.**

WHEREAS, Dennis Bond has been employed by Marriott Corporation for the past 17 years and has served as General Manager of the St. Louis Marriott since 1982; and

WHEREAS, Dennis Bond has served in this role in a completely professional, dedicated and hard-working manner; and

WHEREAS, Dennis Bond has made the stay of the many Chicagoans, including the legions of Chicago Cub fans who travel to St. Louis to follow and support their team, a completely enjoyable and memorable experience; and

WHEREAS, The leaders of our great city take pride in the civic links between Chicago and St. Louis and the cooperation the business leaders of these cities demonstrate; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, do hereby congratulate and thank Dennis W. Bond for his years of dedicated service and hospitality to the citizens of St. Louis and Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Dennis W. Bond.

---

**RECOGNITION GIVEN TO MR. STUART BRENT FOR HIS  
CONTRIBUTIONS TO QUALITY OF LIFE  
IN CHICAGO.**

WHEREAS, Stuart Brent is the owner of a book store which has become a living landmark to Chicago's civic greatness and grand literary heritage; and

WHEREAS, Stuart Brent is a product of the west side of Chicago, having attended Howland Grammar School, Herzl Junior High School and Harrison High School, which conferred upon him its distinguished alumni award on the occasion of its 50th anniversary; and

WHEREAS, Stuart Brent is an experienced teacher in Chicago, having taught English at Tilden High School and served as an associate professor at Chicago Teachers' College, and he also served proudly for 27 months in the United States Army during World War II; and

WHEREAS, Stuart Brent has gone on to become one of the most passionate booksellers in Chicago history, opening Stuart Brent Bookstore at 733 Rush Street before moving it to 670 North Michigan Avenue, a store that has become known as a book-browser's paradise and second home for rising Chicago authors such as Saul Bellow; and

WHEREAS, Stuart Brent has not limited himself to selling books, but is also the author of *The Seven Stairs*, which covers the development of Chicago's best-known literary lights, as well as three widely read children's books; and

WHEREAS, The charming and generous Stuart Brent has created a remarkable oasis of civility, camaraderie and culture in our city, an oasis that honors the tradition of Sherwood Anderson, Ben Hecht and Nelson Algren; and

WHEREAS, Stuart Brent and his bookstore truly are invaluable parts of the cultural and intellectual fabric that make Chicago a great city, and are worthy of the highest recognition and praise; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here on this 13th day of September, 1989, hereby give recognition to Stuart Brent for his contributions to improving the quality of life in Chicago, and wish him continued success in all his endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Stuart Brent.

---

RECOGNITION EXTENDED TO MR. KISSHOMARU UESHIBA,  
AIKIDO DOSHU AND MR. AIKIRA TOHEI,  
AIKIDO SHIHAN ON FIFTEENTH  
ANNIVERSARY OF MIDWEST  
AIKIDO CENTER.

WHEREAS, On October 20 -- 21, 1989, the Midwest Aikido Center will begin celebrating its 15th anniversary in Chicago; and

WHEREAS, Aikido is a defensive Japanese martial art based on graceful and balanced movement rather than brute strength, that its techniques are designed to overcome attackers without injury to them, and that its highest ideal is the achievement of a harmonious state of mind through the unification of mind and body; and

WHEREAS, The special guest of the Midwest Aikido Center from Tokyo, Japan is the current world leader (Doshu) of Aikido, Kisshomaru Ueshiba, son of Aikido founder, Morihei Ueshiba (1883-- 1969); and

WHEREAS, One of the world's foremost teachers of Aikido, Shihan (Master Instructor) Aikira Tohei, founded the Midwest Aikido Center in Chicago, and has taught Aikido in Japan and the Hawaiian Islands and currently holds a Seventh Degree Black Belt in Aikido, making him one of the highest ranking Aikido instructors in the United States; and

WHEREAS, On Saturday, October 21, 1989, Kisshomaru Ueshiba, Aikido Doshu, together with other Aikido Shihan, will publicly exhibit Aikido techniques at Northeastern Illinois University in Chicago, Illinois as part of the 15th anniversary celebrations of the Midwest Aikido Center; and

WHEREAS, The demonstration of Aikido's graceful and powerful techniques and fluid movements by some of the world's greatest practitioners here in Chicago is a rare opportunity for all Chicago, is a rare opportunity for all Chicagoans; and

WHEREAS, That congratulations and good wishes for continued success be extended to the Midwest Aikido Center on the celebration of its 15th anniversary; now, therefore,

*Be It Resolved*, That a warm welcome be extended to Kisshomaru Ueshiba, Aikido Doshu, on behalf of the people of the City of Chicago; and

*Be It Further Resolved*, That congratulations be extended to Shihan Aikira Tohei for his efforts in founding the Midwest Aikido Center and for his devotion to teaching Aikido to Chicagoans over the past fifteen years; and

*Be It Further Resolved*, That two copies of this resolution be prepared and one each be presented to Mr. Kisshomaru Ueshiba and Mr. Aikira Tohei; and

*Be It Further Resolved*, That this resolution shall be effective immediately on its due passage and publication.



*Presented By*

**ALDERMAN LEVAR (45th Ward):**

**CONGRATULATIONS EXTENDED TO MR. TERRENCE DUNN, JR.,  
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, Terrence Dunn, Jr., outstanding young citizen of Chicago's great northwest side, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A member of "The International Toefo Comet" Boy Scout Troop 999, Terrence Dunn, Jr. has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Terrence Dunn, Jr. represents the finest standards of the youth of this great City of Chicago in whom its leaders place so much hope and trust; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of September, 1989, A.D., do hereby offer our heartiest congratulations to Terrence Dunn, Jr. on having achieved the exalted rank of Eagle Scout and extend to this fine young citizen our best wishes for a bright, happy, prosperous future; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Terrence Dunn, Jr.

---

**CONGRATULATIONS EXTENDED TO MR. AND MRS.  
JOSEPH M. LYONS ON THEIR GOLDEN  
WEDDING ANNIVERSARY.**

WHEREAS, Mr. and Mrs. Joseph Lyons, lifelong citizens of the Chicago area, are celebrating fifty golden years of wedded bliss;

WHEREAS, Agnes and Joseph Lyons were joined in holy matrimony on August 19, 1939, after which Joseph served his country honorably in the United States Navy during World War II; he then became a valued City/County Highway Department employee until his retirement; and

WHEREAS, Representing the strength and solidity of family life, Agnes and Joseph Lyons have one son, Joseph M. Lyons, Jr., one daughter-in-law, Kieren Lyons, and two grandchildren, Joseph and Eleanor; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of September, 1989, A.D., do hereby congratulate Mr. and Mrs. Joseph M. Lyons on the occasion of their golden wedding anniversary, and extend to this fine couple and their family our very best wishes for continuing happiness and success; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Joseph M. Lyons.

---

*Presented By*

**ALDERMAN SCHULTER (47th Ward):**

**CONGRATULATIONS EXTENDED TO MR. AND MRS. CHARLES  
PARKER ON THEIR TWENTY-FIFTH  
WEDDING ANNIVERSARY.**

WHEREAS, Mr. and Mrs. Charles Parker are celebrating twenty-five years of wedded bliss; and

WHEREAS, Ellen and Chuck Parker were married August 1, 1964, at Saint Benedict's Church in Chicago. Throughout their married life they have been active and visible in their community, and celebrate this grand occasion with their many friends and neighbors; and

WHEREAS, Chuck and Ellen Parker are seasoned and passionate travelers, having most recently completed an encompassing 1,400-mile automobile tour of Alaska. They look forward to travelling throughout Europe in the future; and

WHEREAS, Chuck and Ellen Parker enjoy various hobbies and are ardent Cub fans, but most of all they enjoy spending quality time with their family, which includes their daughter, Debra, who is a graduate student at Loyola University, and their son, Chip, a senior at H. D. Jacobs High School in Algonquin, Illinois. Thus Chuck and Ellen represent the strength and solidity of family life; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of September, 1989, A.D., do hereby congratulate Mr. and Mrs. Charles Parker on their silver wedding anniversary, and extend to this fine couple and their family our very best wishes for continuing happiness and prosperity; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Charles Parker.

*Presented By*

**ALDERMAN M. SMITH (48th Ward):**

**CONGRATULATIONS EXTENDED TO MR. PATRICK J. DURKIN  
FOR HIS OUTSTANDING LEADERSHIP AS PRINCIPAL  
OF GOUDY ELEMENTARY SCHOOL.**

WHEREAS, Goudy Elementary School, on Chicago's great north side, is undergoing many beneficial changes due to the actions and policies of its new principal, Patrick J. Durkin; and

WHEREAS, Patrick J. Durkin is a man of enormous scope and resource who brings to his leadership an iron fist in a velvet glove. He has been a classroom teacher, a vocational coordinator, a part-time police officer, a fire department firefighter, lieutenant and captain and an expert advisor on the prevention of drug abuse; and

WHEREAS, Recently Patrick J. Durkin performed a much-praised heroic deed when he assisted police in chasing down five armed gang members who were lying in wait for one of his students; and

WHEREAS, A man of innumerable certificates, citations and awards, the new Goudy School principal, not yet fifty years old, is an outstanding family man: Mr. and Mrs. Patrick J. Durkin have eight children; and

WHEREAS, Patrick J. Durkin represents leadership at its most effective and citizenship of the highest standard; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of September, 1989, A.D., do hereby commend and congratulate Patrick J. Durkin, Principal of Goudy Elementary School, on his leadership, his scholarship, his bravery and his example. May our great City resound with his future successes; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Patrick J. Durkin.

*Presented By*

**ALDERMAN ORR (49th Ward):**

**CONGRATULATIONS EXTENDED TO SISTER PATRICIA CROWLEY,  
O.S.B. ON HER DEDICATED SERVICE TO ROGERS PARK  
COMMUNITY AND RETIREMENT AS EXECUTIVE  
DIRECTOR OF HOWARD AREA  
COMMUNITY CENTER.**

WHEREAS, Sister Patricia Crowley, O.S.B., has dedicated more than 30 years of her life to the service of the people of Rogers Park and the City of Chicago as a member of the Benedictine Sisters of Saint Scholastica and as Executive Director of the Howard Area Community Center; and

WHEREAS, Sister Pat, after graduating in 1957 from Saint Scholastica High School, 7416 North Ridge Avenue, joined the Benedictine Sisters of Saint Scholastica in 1958; and

WHEREAS, She served Saint Scholastica High School as a teacher of theology, French and English from 1965 to 1978; and

WHEREAS, She first came into contact with the north of Howard Street neighborhood (bounded by the el on the west and Sheridan Road on the east) as the coordinator of the Howard Area Community Center's Summer Camp from 1975 - 1979; and

WHEREAS, In 1979, Sister Pat was appointed Executive Director of the Howard Area Community Center; and

WHEREAS, Upon her retirement on October 1, 1989, she will have served the organization for ten years; and

WHEREAS, During her tenure as Executive Director, the Howard Area Community Center increased from one to four storefronts, tripled its staff and added a 60-child day care center, a health clinic affiliated with Saint Francis Hospital, as well as expanding its employment, social services, youth and women's programs; and

WHEREAS, During her tenure, the Howard Area Community Center won the 1988 Beatrice Foundation Award for Excellence in Management, the 1986 Chicago Department of Human Services' Recognition Award and the 1986 Chicago Council on Urban Affairs' Neighborhood Award; and

WHEREAS, Sister Pat has been honored by many organizations including the 1986 Chicago Call to Action Award, the Rogers Park Tenants Committee's 1985 Toby Prinz Award, the 1985 Citizen's Award from the 24th District of the Chicago Police Department, the Lerner Newspaper's Citizen of the Month Award in 1984 and Loyola Academy's 1988 David Lord Award; and

WHEREAS, She was instrumental in the founding of two shelters for the homeless -- the Dehon House and Housing Opportunities for Women; and

WHEREAS, She has donated countless hours of volunteer service on the boards of directors of the Chicago Peace Council, Chicago Council on Urban Affairs, Dehon House, Housing Opportunities for Women, Lawyers Committee for Better Housing, Corporation Management Assistance Program, Call to Action and Just Jobs; and

WHEREAS, She has given her time as a volunteer at the Metropolitan Correctional Center, Deborah's Place, Pax Christi, Benedictines for Peace and the National Assembly of Women Religious; and

WHEREAS, She sponsored Vietnamese families and helped with their resettlement in the United States after the Vietnam War; and

WHEREAS, Sister Pat has received a fellowship from the Chicago Community Trust to be used during 1989 -- 1990 to study women's programs in Mexico, Central America and the Caribbean with the intention of working with Third World women in Rogers Park and the Chicago area; now, therefore,

*Be It Resolved*, That the City Council of the City of Chicago does hereby congratulate and commend Sister Patricia Crowley, O.S.B., on her years of service to the people of Rogers Park and the City of Chicago; and

*Be It Further Resolved*, That the City Council of the City of Chicago does hereby express its appreciation to Sister Patricia Crowley, O.S.B., for her efforts on behalf of immigrants, the homeless, the unemployed and the economically disadvantaged.

---

**CONGRATULATIONS EXTENDED TO COUNCIL FOR JEWISH  
ELDERLY AND JEWISH COMMUNITY CENTERS OF  
CHICAGO ON OCCASION OF FIFTEENTH  
ANNIVERSARY OF CONGREGATION  
B'NAI ZION SYNAGOGUE  
SENIOR ADULT  
CENTER.**

WHEREAS, The Senior Adult Center has been in operation for 15 years at the Congregation B'Nai Zion Synagogue (6759 North Greenview Avenue); and

WHEREAS, The Center has provided several hundred senior citizens with both nutrition programs designed for but not limited to seniors of low income; and

WHEREAS, The Center also provides religious and educational programs for seniors; and

WHEREAS, The sponsors of the Center, the Council for Jewish Elderly and Jewish Community Centers of Chicago held a special celebration on August 21, 1989 to honor all past and present volunteers at the center: now, therefore,

*Be It Resolved*, That the City Council and the Mayor of Chicago do hereby commend and congratulate the members of the Council for Jewish Elderly, the Jewish Community Centers of Chicago, the Congregation B'Nai Zion Synagogue, and participants and volunteers at the Senior Adult Center, on the occasion of the 15th anniversary of the Senior Adult Center.

---

**CONGRATULATIONS EXTENDED TO LEONE PARK BEACH  
ON SEVENTIETH ANNIVERSARY OF  
JUNIOR GUARD PROGRAM.**

WHEREAS, Sam Leone started the Junior Guard program at Touhy Beach in 1919 as a recreational experience for the youth of the Rogers Park Area; and

WHEREAS, The Junior Guard program has thrived over the past 70 years, serving several thousand participants, including nearly 200 this summer; and

WHEREAS, The participants learn safety, recreational and social skills, participating in programs in C.P.R., boating, sailing, swimming, canoeing, water skiing and other recreational activities; and

WHEREAS, The Junior Guard program runs during the summer months on a full-time basis, offering constructive recreational and educational programs for children between ages six and fifteen in a time of increasing need for daytime children's activities; and

WHEREAS, The Leone Park Beach Junior Guard program has served as an example for other beaches in the Chicagoland area to begin similar programs, offering expanded recreational and educational opportunities to many more children; and

WHEREAS, Program participants, parents, lifeguards and employees held a watershow to celebrate the 70th anniversary of the Junior Guard program on August 5, 1989; now, therefore,

*Be It Resolved*, That the City Council, and the Mayor of Chicago do hereby congratulate and commend the past and present participants of the Junior Guard program, employees of the Chicago Park District working at Leone Beach, members of the Leone Park Beach Parents' Association and the junior lifeguards on the occasion of the 70th anniversary of the Junior Guard program.

**CONGRATULATIONS EXTENDED TO LENNY AND GARY LEVIN AS  
RECIPIENTS OF TWENTY-FOURTH POLICE DISTRICT 1989  
OUTSTANDING BEAT REPRESENTATIVES AWARD.**

WHEREAS, Lenny and Gary Levin have formed an active and successful block club and neighborhood watch program; and

WHEREAS, Lenny and Gary Levin have aided and assisted police and furthered crime prevention goals; and

WHEREAS, Lenny and Gary Levin were chosen as the recipients of the 24th Police District 1989 Outstanding Beat Representatives; and

WHEREAS, Lenny and Gary Levin were chosen for this honor from over 750 beat representatives in the 24th Police District; and

WHEREAS, Lenny and Gary Levin will be among those honored at a ceremony on September 22; and

WHEREAS, Lenny and Gary Levin are the only father and son beat representatives team in Chicago being so honored; now, therefore,

*Be It Resolved*, That the City Council and the Mayor of Chicago do hereby commend and congratulate Lenny and Gary Levin on the honor of being selected as the recipients of the 1989 Outstanding Beat Representatives of the 24th Police District.

---

**CONGRATULATIONS EXTENDED TO MS. SARAH SKENRIDGE  
ON HER 100TH BIRTHDAY CELEBRATION.**

WHEREAS, Sarah Skenridge has been an outstanding member of the community; and

WHEREAS, Sarah Skenridge has been a resident of Clark Manor Nursing Home since 1985; and

WHEREAS, Sarah Skenridge celebrated her 100th birthday on September 2; now, therefore,

*Be It Resolved*, That the City Council of Chicago and the Mayor of Chicago do hereby congratulate Sarah Skenridge on the occasion of her 100th birthday.

CONGRATULATIONS EXTENDED TO CHICAGO AREA LACE  
GUILD ON ITS SIXTH ANNUAL LACE DAY  
OCTOBER 21, 1989.

WHEREAS, The Chicago Area Lace Guild was founded in 1982 for the purpose of promoting interest in the historic art of lacemaking; and

WHEREAS, The Chicago Area Lace Guild will hold its sixth annual Lace Day on Saturday, October 21, 1989, featuring lectures, exhibitions and demonstrations of lacemaking techniques; and

WHEREAS, The Chicago Area Lace Guild and its annual Lace Day serve as an invaluable resource to lacemakers and lace collectors, and also help to promote broader public appreciation of the art of lacemaking; now, therefore,

*Be It Resolved*, That the City Council of Chicago does hereby congratulate and commend the Chicago Area Lace Guild on its efforts to preserve and promote the historic art of lacemaking; and

*Be It Further Resolved*, That October 21, 1989, is hereby recognized as Lace Day in the City of Chicago.

---

*Presented By*

**ALDERMAN STONE (50th Ward):**

CONGRATULATIONS EXTENDED TO MR. MAYNARD I. WISHNER  
AS HONOREE OF HOLOCAUST MEMORIAL  
FOUNDATION OF ILLINOIS.

WHEREAS, On September 17, 1989, the Holocaust Memorial Foundation of Illinois will honor an outstanding Chicago citizen, Maynard I. Wishner, at its annual dinner to be held at the Palmer House; and



WHEREAS, Maynard I. Wishner, who received his law degree at the University of Chicago in 1947, served as staff counsel and executive director for the Mayor of Chicago's Commission on Human Relations; as president and chief executive officer of Heller Financial, Incorporated; and as vice-chairman of its parent company, Heller International Corporation; and

WHEREAS, Maynard I. Wishner is presently the president of the board of the Jewish Federation of Metropolitan Chicago and the Jewish United Fund, a director of the Illinois Humanities Council and is past chairman and now honorary chairman of the Jewish Community Relations Council and past national president and now honorary president of the American Jewish Committee; and

WHEREAS, Maynard I. Wishner has served both in private industry and in the community in general and the secular community with honor; and

WHEREAS, The Holocaust Memorial Foundation of Illinois was founded in the Spring of 1981 to teach the value of human dignity and to remind the world of the atrocities and the murder of six million Jews and six million non-Jews and has done so through an education program, speakers' bureau, cultural programs, library and resource center, and museum; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of September, 1989, do hereby acknowledge the contributions of Maynard I. Wishner to his community and extend our congratulations for his dedication to that community on the occasion of the honor bestowed upon him by the Holocaust Memorial Foundation of Illinois; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Maynard I. Wishner.

---

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, relinquished the Chair to Alderman Luis Gutierrez, President Pro Tempore.

**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
<b>ROTI (1st Ward)</b>	<p>North Aberdeen Street (west side) at 166 -- at all times -- no exceptions;</p> <p>South Clinton Street, at 138 (approximately 25 feet in length) -- 5:00 P.M. to 12:00 A.M. -- Monday through Saturday (valet parking):</p>

## Alderman

## Location, Distance And Time

South Halsted Street, at 314 -- 11:00 A.M. to 1:00 A.M. -- Sunday through Friday -- 11:00 A.M. to 2:00 A.M. -- Saturday (valet parking);

South Michigan Avenue, at 1710 -- 5:00 P.M. to 4:00 A.M. -- no exceptions (valet parking);

East Monroe Street, at 17 -- 5:00 P.M. to 12:00 Midnight -- Monday through Sunday (valet parking);

West Monroe Street, at 71 -- 5:00 P.M. to 12:00 Midnight -- Monday through Sunday (valet parking);

West Monroe Street (north side) on northwest corner at South Dearborn Street (approximately 25 feet in length) -- 5:00 P.M. to 12:00 Midnight -- Monday through Saturday (valet parking);

South Plymouth Court, at 320 -- 5:00 P.M. to 12:00 Midnight -- Monday through Sunday (valet parking);

West Taylor Street (south side) from a point 20 feet east of South May Street to a point 20 feet east thereof -- 11:00 A.M. to 1:00 P.M. and 4:00 P.M. to 11:00 P.M. -- no exceptions (valet parking);

**SOLIZ (25th Ward)**

West 18th Street, at 1213 (approximately 25 feet in length) -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday;

**BUTLER (27th Ward)**

West Chicago Avenue, at 2505 -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;

## Alderman

## Location, Distance And Time

North Spaulding Avenue, at 816 --826 --  
8:00 A.M. to 6:00 P.M. --Monday through  
Friday;

*E. SMITH* (28th Ward)

West Madison Street, at 4150  
(approximately 25 feet in length) -- at all  
times -- no exceptions;

*HAGOPIAN* (30th Ward)

West Fullerton Avenue, at 4345 -- 7:00  
A.M. to 7:00 P.M. -- Monday through  
Saturday;

*FIGUEROA* (31st Ward)

West Armitage Avenue, from a point 106  
feet east of the southeast corner at North  
Pulaski Road to a point 161 feet east  
thereof -- 8:00 A.M. to 4:00 P.M. --  
Monday through Friday;

*KOTLARZ* (35th Ward)

North Milwaukee Avenue, at 3021 -- at  
all times;

*BANKS* (36th Ward)

West Fullerton Avenue, at 6016 -- 6018 --  
9:00 A.M. to 6:00 P.M. -- Monday through  
Saturday;

West Grand Avenue, at 6160 alongside  
on North Melvina Avenue at 2261  
(approximately 25 feet in length) -- 8:00  
A.M. to 5:00 P.M. -- Monday through  
Friday;

*GILES* (37th Ward)

West Chicago Avenue, at 4928 -- 9:00  
A.M. to 6:00 P.M. -- Monday through  
Saturday;

*NATARUS* (42nd Ward)

West Erie Street, at 303 (approximately  
40 feet in length) -- 8:00 A.M. to 6:00 P.M.  
-- no exceptions;

## Alderman

## Location, Distance And Time

West Grand Avenue, at 318 -- 5:00 P.M.  
to 2:00 A.M. -- daily;

North LaSalle Street, at 444 -- at all  
times -- no exceptions;

West Maple Street, at 12 (approximately  
20 feet in length) --at all times -- no  
exceptions;

East Oak Street, at 15 -- 7:00 A.M. to 6:00  
P.M. -- daily;

East Pearson Street, at 110 -- 11:30 A.M.  
to 12:00 Midnight -- no exceptions (valet  
parking);

*EISENDRATH* (43rd Ward)

West Armitage Avenue, at 917 -- 6:00  
P.M. to 12:00 Midnight -- daily (valet  
parking);

West Armitage Avenue, at 1114 -- 6:00  
P.M. to 12:00 Midnight -- daily (valet  
parking);

North Clark Street, at 2350 -- 6:00 P.M.  
to 12:00 Midnight -- daily (valet parking);

North Halsted Street, at 1711 -- 6:00 P.M.  
to 12:00 Midnight -- daily (valet parking);

North Halsted Street, at 1732 -- 6:00 P.M.  
to 12:00 Midnight -- daily (valet parking);

North Halsted Street, at 1800 -- 6:00 P.M.  
to 12:00 Midnight -- daily (valet parking);

North Halsted Street, at 1816 -- 6:00 P.M.  
to 12:00 Midnight -- daily (valet parking);

North Halsted Street, at 2512 -- 6:00 P.M.  
to 12:00 Midnight -- daily (valet parking);

## Alderman

## Location, Distance And Time

North Halsted Street, at 2558 -- 6:00 P.M. to 12:00 Midnight -- daily (valet parking);

North Halsted Street, at 2626 -- 6:00 P.M. to 12:00 Midnight -- daily (valet parking);

North Halsted Street, at 2635 -- 6:00 P.M. to 11:00 P.M. -- no exceptions (valet parking);

North Halsted Street, at 2647 -- 6:00 P.M. to 12:00 Midnight -- daily (valet parking);

North LaSalle Street, at 1637 -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday;

North Lincoln Avenue, at 1970 -- 6:00 P.M. to 12:00 Midnight -- daily (valet parking);

North Lincoln Avenue, at 2236 -- 6:00 P.M. to 12:00 Midnight -- Saturday through Sunday (valet parking);

North Lincoln Park West, at 2300 -- 6:00 P.M. to 12:00 Midnight -- daily (valet parking);

North Lincoln Avenue, at 2642 -- 6:00 P.M. to 12:00 Midnight -- daily (valet parking);

North Lincoln Avenue, at 2743 -- 6:00 P.M. to 12:00 Midnight -- daily (valet parking);

West Webster Avenue, at 1119 -- 6:00 P.M. to 12:00 Midnight -- daily (valet parking);

**HANSEN (44th Ward)**

West Aldine Avenue, at 759, from a point 15 feet east of North Halsted Street to a point 25 feet east thereof -- 5:00 P.M. to 1:00 A.M. -- Tuesday through Sunday;

## Alderman

## Location, Distance And Time

West Belmont Avenue, at 1114 -- 9:00 A.M. to 5:00 P.M. -- Tuesday through Saturday;

North Clark Street, at 3731 -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;

North Halsted Street, at 2843 -- 5:30 P.M. to 12:00 Midnight -- no exceptions;

West Oakdale Avenue, at 1409 -- 1411 -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday;

**SHILLER** (46th Ward)

North Sheridan Road, at 4008 -- 12:00 Midnight to 6:00 A.M. -- Monday through Saturday;

**M. SMITH** (48th Ward)

North Broadway, at 5836 -- 5840 -- at all times -- no exceptions;

**STONE** (50th Ward)

North Sacramento Avenue (west side) from a point 10 feet south of the curb line of West Fitch Avenue extended to a point 110 feet south thereof -- 6:00 A.M. to 9:00 P.M. -- no exceptions;

North Sacramento Avenue (west side) from a point 124 feet south of West Touhy Avenue to a point 164 feet south thereof -- 6:00 A.M. to 9:00 P.M. -- no exceptions.

---

**Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTIONS ON SPECIFIED PUBLIC WAYS.**

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

## Alderman

## Public Way

*CALDWELL* (8th Ward)

South East End Avenue, from East 86th Place to East 87th Street -- southerly;

East 85th Place, from South Blackstone Avenue to South Stony Island Avenue -- easterly;

*CARTER* (15th Ward)

South Winchester Avenue, from 7100 to 7400 -- southerly;

*SHEAHAN* (19th Ward)

West 110th Place, from South Hamlin Avenue to South Springfield Avenue -- westerly;

*J. EVANS* (21st Ward)

Alley at 9400 south, between South Peoria Street and South Green Street -- westerly;

Alley bounded by South Lafayette Avenue, South Perry Avenue, West 94th Street and West 95th Street -- easterly;

*KOTLARZ* (35th Ward)

Alley between the 3400 block of North Central Park Avenue and North Monticello Avenue -- southerly;

*BANKS* (36th Ward)

West Palmer Avenue, from 6200 to 6300 -- westerly;

---

*Referred* - AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
ONE-WAY TRAFFIC RESTRICTION ON FIRST NORTH-SOUTH  
ALLEY EAST OF SOUTH COTTAGE GROVE AVENUE.

Alderman Caldwell (8th Ward) presented a proposed ordinance which would amend a



previously passed ordinance by striking the words "first north-south alley east of South Cottage Grove Avenue, from East 99th Street to East 98th Place -- northerly", relative to the one-way traffic restriction on that portion of a specified alley and inserting in lieu thereof "first north-south alley east of South Cottage Grove Avenue, from East 98th Street to East 98th Place -- northerly" which was *Referred to the Committee on Traffic Control and Safety*.

---

***Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
ONE-WAY TRAFFIC RESTRICTION ON PORTION  
OF SOUTH WALLACE STREET.***

Alderman Huels (11th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words "South Wallace Street, between West 47th Street and West 49th Street -- southerly", relative to the one-way traffic restriction on that portion of South Wallace Street and inserting in lieu thereof "South Wallace Street, between West 49th Place and West 49th Street -- southerly", which was *Referred to the Committee on Traffic Control and Safety*.

---

***Referred -- DISCONTINUANCE OF ONE-WAY TRAFFIC  
RESTRICTION ON PORTION OF WEST  
ARCHER AVENUE.***

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to discontinue the one-way traffic restriction at the first east-west alley south of West Archer Avenue, between South Normandy Avenue and South Rutherford Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

---

***Referred -- PROPOSED SURVEY TO RESTRICT TRAFFIC  
MOVEMENT TO WESTWARD DIRECTION ON  
PORTION OF WEST LE MOYNE  
STREET.***

Alderman Davis (29th Ward) presented a proposed order to conduct a survey for the

purpose of restricting the movement of traffic to a westward direction on that part of West Le Moyne Street, from North Central Avenue to North Austin Boulevard, which was *Referred to the Committee on Traffic Control and Safety.*

---

***Referred -- REMOVAL OF PARKING METERS IN FRONT OF  
303 WEST ERIE STREET.***

Alderman Natarus (42nd Ward) presented a proposed order to remove parking meters 1071-2970 and 1070-2999 located in front of 303 West Erie Street for the purpose of establishing a loading zone, 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
<b>HUELS (11th Ward)</b>	South Ashland Avenue, at 4555, alongside on West 46th Street, from South Ashland Avenue to the first alley east thereof -- 30 minutes -- 8:30 A.M. to 7:00 P.M. -- no exceptions;
<b>FARY (12th Ward)</b>	West 40th Place (both sides) from South California Avenue to the first alley west thereof -- one hour -- at all times;
	West 43rd Street, at 3843, from the first driveway east to the first driveway west thereof -- one hour -- at all times -- Monday through Friday;

Alderman	Location, Distance And Time
<i>KRYSTYNIAK</i> (23rd Ward)	South Kilpatrick Avenue (east side) from West 47th Street to the first alley south thereof -- one hour -- at all times -- no exceptions;  South Komensky Avenue (both sides) from West 47th Street to the first alley south thereof -- one hour -- at all times -- no exceptions;
<i>DAVIS</i> (29th Ward)	West Roosevelt Road (north side) between South Menard Avenue and South Austin Boulevard -- two hours -- 9:00 A.M. to 5:00 P.M. -- no exceptions;
<i>HAGOPIAN</i> (30th Ward)	North Kenneth Avenue (west side) at 2800 -- two hours -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;
<i>GILES</i> (37th Ward)	West Chicago Avenue, at 5200 (approximately 80 feet in length) -- one hour -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday and 9:00 A.M. to 12:00 Noon -- Saturday.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING LIMITATION DURING SPECIFIED HOURS ON  
PORTION OF NORTH LINCOLN AVENUE.

Alderman Schuller (47th Ward) presented a proposed ordinance which would amend an ordinance passed on July 29, 1988 (Council Journal page 16894) by striking the words "North Lincoln Avenue (both sides) in the 4700 block (Lincoln Square Mall) -- two hour limit" relative to the parking limitation on a portion of North Lincoln Avenue and inserting in lieu

thereof "North Lincoln Avenue (both sides) in the 4700 block (Lincoln Square Mall) - one hour", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* - REPEAL OF ORDINANCE WHICH ESTABLISHED  
PARKING LIMITATION DURING SPECIFIED HOURS  
ON PORTION OF SOUTH LAWDALE AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to repeal an ordinance passed on May 6, 1959 which established a one hour parking limit during the hours of 9:00 A.M. to 6:00 P.M. on the west side of South Lawndale Avenue, from West 47th Street to West Archer Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* - PROHIBITION OF PARKING AT ALL TIMES  
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
ROTI (1st Ward)	West Erie Street, at 1427 (except for handicapped);
	West Monroe Street (north side) from a point 192 feet west of South Aberdeen Street, to a point 50 feet west thereof;
	West Monroe Street (south side) from a point 238 feet west of South Aberdeen Street, to a point 40 feet west thereof;
T. EVANS (4th Ward)	East 41st Street, at 804 (except for handicapped);

## Alderman

## Location And Distance

**STEELE (6th Ward)**

South Indiana Avenue, at 7540 (except for handicapped);

South Langley Avenue, at 9036 (except for handicapped);

South St. Lawrence Avenue, at 7240 (except for handicapped);

South Michigan Avenue, at 8005 (except for handicapped);

East 87th Place, at 712 (except for handicapped);

East 91st Street, at 70 (except for handicapped);

**BEAVERS (7th Ward)**

South Coles Avenue, at 8007 (except for handicapped);

South Kingston Avenue, at 9023 (except for handicapped);

**CALDWELL (8th Ward)**

South Blackstone Avenue, at 8626 (except for handicapped);

South Chappel Avenue, at 7919 (except for handicapped);

South Chappel Avenue, at 7951 (except for handicapped);

South Clyde Avenue, at 8751 (except for handicapped);

South Cregier Avenue, at 7622 (except for handicapped);

South Ingleside Avenue, at 8348 (except for handicapped);

Alderman	Location And Distance
<i>VRDOLYAK</i> (10th Ward)	First alley north of East 103rd Street, between South St. Lawrence Avenue and South Rhodes Avenue;
	South Avenue M, at 10338 (except for handicapped);
	South Avenue O, at 10738 (except for handicapped);
	South Houston Avenue, at 9728 (except for handicapped);
	East 93rd Street, at 1716 (except for handicapped);
<i>HUELS</i> (11th Ward)	South Haynes Court, at 2962 (except for handicapped);
	South Wallace Street, at 4157 (except for handicapped);
	West 31st Place, at 1036 (except for handicapped);
	West 42nd Place, at 521 (except for handicapped);
<i>FARY</i> (12th Ward)	South Hermitage Avenue, at 4619 (except for handicapped);
<i>MADRZYK</i> (13th Ward)	South Kenneth Avenue, at 5942 (except for handicapped);
	South La Crosse Avenue, at 6418 (except for handicapped);
<i>BURKE</i> (14th Ward)	South Artesian Avenue, at 5241 (except for handicapped);

**Alderman****Location And Distance**

South Damen Avenue, at 4717 (except for handicapped);

South Fairfield Avenue, at 5358 (except for handicapped);

South Maplewood Avenue, at 5306 (except for handicapped);

South Mozart Street, at 6231 (except for handicapped);

South Paulina Street, at 4727 (except for handicapped);

South Sacramento Avenue, at 5205 (except for handicapped);

South Washtenaw Avenue, at 5324 (except for handicapped);

**CARTER (15th Ward)**

South Marshfield Avenue, at 6506 (except for handicapped);

South Western Avenue, at 5927 (50 feet either side of driveway);

West 72nd Street, at 2152 (except for handicapped);

**LANGFORD (16th Ward)**

South Bishop Street, at 6542 (except for handicapped);

South Bishop Street, at 6732 (except for handicapped);

South Elizabeth Street, at 5914 (except for handicapped);

South Elizabeth Street, at 6717 (except for handicapped);

Alderman	Location And Distance
<i>SHEAHAN</i> (19th Ward)	South Charles Street, at 9866 (except for handicapped); South Trumbull Avenue, at 10509 (except for handicapped);
<i>JONES</i> (20th Ward)	South Drexel Avenue, at 6321 (except for handicapped);
<i>J. EVANS</i> (21st Ward)	South Normal Avenue, at 9540 (except for handicapped); West 97th Place, at 1322 (except for handicapped);
<i>GARCIA</i> (22nd Ward)	South Millard Avenue, at 3040 (except for handicapped); South Ridgeway Avenue, at 2448 (except for handicapped); West 23rd Street, at 3250 (except for handicapped);
<i>KRYSTYNIAK</i> (23rd Ward)	South Kilpatrick Avenue (west side) from West 47th Street to the first alley south thereof; West 58th Street (north side) from South Harlem Avenue to the first alley east thereof; West 63rd Place, at 6438 (except for handicapped);
<i>HENRY</i> (24th Ward)	South Springfield Avenue, at 1810 (except for handicapped);
<i>SOLIZ</i> (25th Ward)	West 19th Street, at 2251 (except for handicapped);



## Alderman

## Location And Distance

West 21st Place, at 1818 (except for  
handicapped);

**BUTLER (27th Ward)**

West Lake Street, at 1380 (except for  
handicapped);

**E. SMITH (28th Ward)**

West Fulton Street, at 3340 (except for  
handicapped);

West Van Buren Street, at 4847 (except  
for handicapped);

**DAVIS (29th Ward)**

North Mason Avenue, at 17 (except for  
handicapped);

West Walton Street, at 5948 (except for  
handicapped);

**HAGOPIAN (30th Ward)**

West Concord Place, at 4836 (except for  
handicapped);

West Deming Place, at 5109 (except for  
handicapped);

West George Street, at 5141 (except for  
handicapped);

North Keating Avenue, at 3054 (except  
for handicapped);

North Kenneth Avenue, at 2133 (except  
for handicapped);

North Kenneth Avenue, at 2955 (except  
for handicapped);

North Kenneth Avenue, at 3217 (except  
for handicapped);

North Keystone Avenue, at 1900 (except  
for handicapped);

## Alderman

## Location And Distance

West Shakespeare Avenue, at 4607  
(except for handicapped);

**FIGUEROA (31st Ward)**

West Evergreen Avenue, at 3513 (except  
for handicapped);

North Karlov Avenue, at 1740 (either  
side of driveway);

West Pierce Avenue, at 3542 (except for  
handicapped);

North Ridgeway Avenue, at 1427 (except  
for handicapped);

North Tripp Avenue, at 1653 (except for  
handicapped);

**GABINSKI (32nd Ward)**

North Bosworth Avenue, at 1528 (except  
for handicapped);

North Hamilton Avenue, at 2216 (except  
for handicapped);

West Iowa Street, at 2140 (except for  
handicapped);

**MELL (33rd Ward)**

North Drake Avenue, at 2441 (except for  
handicapped);

North Francisco Avenue, at 2446 (except  
for handicapped);

North Seeley Avenue, at 2917 (except for  
handicapped);

North Troy Street, at 3030 (except for  
handicapped);

North Whipple Street, at 3649 (except for  
handicapped);

## Alderman

## Location And Distance

**KOTLARZ (35th Ward)**

North Keystone Avenue, at 4125 (except for handicapped);

West Patterson Avenue, at 4739 (except for handicapped);

North Pulaski Road, at 4021 (except for handicapped);

North Tripp Avenue, at 2527 (except for handicapped);

**BANKS (36th Ward)**

West Altgeld Street (south side) from North Mango Avenue to North Menard Avenue;

North Austin Avenue, at 3019 (except for handicapped);

West Diversey Avenue, at 6550 and 6604;

North Moody Avenue, at 2115 (except for handicapped);

North Oriole Avenue, at 3510 (except for handicapped);

**GILES (37th Ward)**

West Chicago Avenue, at 4941 (in front of driveway);

West Cortez Street, at 4932 (except for handicapped);

West Cortez Street, at 5421 (except for handicapped);

West Erie Street, at 4944 (driveway);

West Kamerling Avenue, at 4858 (driveway);

North Lavergne Avenue, at 919 (except for handicapped);

## Alderman

## Location And Distance

North Lockwood Avenue, at 734 (except for handicapped);

North Pine Avenue, at 515;

*CULLERTON* (38th Ward)

West Cahill Terrance, at 7853 (except for handicapped);

North Monitor Avenue, at 4445 (except for handicapped);

West Patterson Avenue, at 7731 (except for handicapped);

*LAURINO* (39th Ward)

North Kentucky Avenue, at 4914 (except for handicapped);

North Sauganash Avenue, at 6111 (except for handicapped);

*O'CONNOR* (40th Ward)

North California Avenue, at 5342 (except for handicapped);

West Summerdale Avenue, at 2842 (except for handicapped);

North Whipple Street, at 4930 (except for handicapped);

*PUCINSKI* (41st Ward)

North Delphia Avenue, at 5369 (except for handicapped);

North Ozanam Avenue, at 6747 (except for handicapped);

North Neenah Avenue, at 5308 (except for handicapped);

## Alderman

## Location And Distance

*NATARUS* (42nd Ward)

North Clark Street, at 1122 (entire building frontage on North Clark Street and West Elm Street);

North Franklin Street, at 400 (except for handicapped);

*EISENDRATH* (43rd Ward)

West Dickens Avenue, at 411;

North Wayne Avenue, at 2524 (except for handicapped);

*HANSEN* (44th Ward)

West Oakdale Avenue, at 622 (except for handicapped);

*LEVAR* (45th Ward)

West Agatite Avenue, at 5048 (except for handicapped);

West Byron Avenue, at 4906 (except for handicapped);

West Byron Avenue, at 4920 (except for handicapped);

West Catalpa Avenue, from North Cicero Avenue to North Edens Parkway;

West Higgins Avenue, at 5717 (except for handicapped);

West Lawrence Avenue (north side) from North Central Avenue to the first alley west thereof;

*SHILLER* (46th Ward)

North Clarendon Avenue (east side) at 4343 -- from driveway entrance to driveway exit -- no exceptions and West Montrose Avenue, from a point 62 feet east of North Clarendon Avenue to a point 97 feet east thereof -- no exceptions;

Alderman	Location And Distance
<i>SCHULTER</i> (47th Ward)	West Newport Avenue, at 1902; North Paulina Street, at 4144 (except for handicapped); North Paulina Street, at 4201 (except for handicapped);
<i>M. SMITH</i> (48th Ward)	North Broadway, at 5226 (both sides of driveway); West Lawrence Avenue, at 920 (both sides of driveway); North Winthrop Avenue, at 5326.
<i>STONE</i> (50th Ward)	West Greenleaf Avenue, at 2728 (except for handicapped); North Hoyne Avenue, at 6449 (except for handicapped).

---

*Referred* - AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION ON PORTION OF NORTH  
HONORE STREET.

Alderman Gabinski (32nd Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words "North Honore Street, at 2955 (except for handicapped Permit 124523)" relative to the parking prohibition on a portion of North Honore Street and inserting in lieu thereof "North Honore Street, at 3057 (except for handicapped persons)", which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION ON PORTION OF NORTH  
MARSHFIELD AVENUE.

Alderman Figueroa (31st Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words "North Marshfield Avenue, at 7717 (except for handicapped Permit 3101)" relative to the parking prohibition on a portion of North Marshfield Avenue and inserting in lieu thereof "West Belden Avenue, at 1928 (except for handicapped Permit 3101)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION ON PORTION OF NORTH  
MOZART STREET.

Alderman Figueroa (31st Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words "North Mozart Street, at 1928 (except for handicapped Permit 3652)" relative to the parking prohibition on a portion of North Mozart Street and inserting in lieu thereof "North Spaulding Avenue, at 1606 (except for handicapped Permit 3652)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION DURING SPECIFIED HOURS ON  
PORTIONS OF WEST DIVISION STREET AND  
NORTH GREENVIEW AVENUE.

Alderman Gabinski (32nd Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words "West Division Street, in front of 1444 and alongside on North Greenview Avenue and North Cleaver Street -- 8:00 A.M. to 4:30 P.M. -- Monday through Friday" relative to the parking prohibition on a portion of West Division Street and inserting in lieu thereof "West Division Street, in front of 1444 and alongside on North Greenview Avenue and North Cleaver Street -- 7:00 A.M. to 5:30 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* - DISCONTINUANCE OF PARKING PROHIBITION FOR  
PREMISES AT 4555 SOUTH ASHLAND AVENUE.

Alderman Huels (11th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition at 4555 South Ashland Avenue alongside on West 46th Street, from South Ashland Avenue to the first alley east thereof, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* - DISCONTINUANCE OF PARKING PROHIBITION  
ON PORTION OF SOUTH EAST END AVENUE.

Alderman Caldwell (8th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition on both sides of South East End Avenue, from East 87th Street to the first alley south of East 87th Street, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* - DISCONTINUANCE OF PARKING PROHIBITION ON  
PORTION OF SOUTH KILPATRICK AVENUE.

Alderman Madrzyk (13th Ward) presented a proposed ordinance to amend an ordinance passed on May 10, 1989 (Council Journal page 861) by discontinuing the parking prohibition on South Kilpatrick Avenue, at 6321, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* - DISCONTINUANCE OF PARKING PROHIBITION ON  
PORTION OF NORTH LEAVITT STREET.

Alderman Gabinski (32nd Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition on North Leavitt Street, at 4109, which was *Referred to the Committee on Traffic Control and Safety*.



*Referred* -- DISCONTINUANCE OF PARKING PROHIBITION  
DURING SPECIFIED HOURS ON PORTION OF  
NORTH CALIFORNIA AVENUE.

Alderman Butler (27th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the rush hour parking prohibition in effect on North California Avenue, from West Grand Avenue to West Chicago Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

---

*Referred* -- DISCONTINUANCE OF PARKING PROHIBITION  
DURING SPECIFIED HOURS ON PORTION OF  
NORTH LEAMINGTON AVENUE.

Alderman Giles (37th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition in effect from 7:00 A.M. to 3:00 P.M., Monday through Friday, at 821 North Leamington Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

---

*Referred* -- DISCONTINUANCE OF PARKING PROHIBITION  
DURING SPECIFIED HOURS ON PORTION OF  
WEST 50TH STREET.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to amend an ordinance passed on October 15, 1987 (Council Journal pages 5245 -- 5246) by discontinuing the parking prohibition in effect during the hours of 8:00 A.M. and 10:00 A.M., Monday through Friday, on both sides of West 50th Street, between South Komensky Avenue and South Karlov Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

---

*Referred* -- REPEAL OF ORDINANCE WHICH ESTABLISHED  
PARKING PROHIBITION FOR TRUCKS ON PORTION  
OF SOUTH MORGAN STREET.

Alderman Huels (11th Ward) presented a proposed ordinance to repeal an ordinance

previously passed by discontinuing the parking prohibition for trucks on both sides of South Morgan Street, between West 33rd Place and West 34th Street, 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 and ordinances to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

**Alderman**

**Location, Distance And Time**

**KRYSTYNIAK (23rd Ward)**

West 48th Street (south side) from South Avers Avenue to the first alley east thereof -- 7:00 A.M. to 7:00 P.M. -- daily;

South Hamlin Avenue (east side) in the 4800 block -- at all times;

West 50th Street (both sides) between South Komensky Avenue and South Karlov Avenue -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday;

West 52nd Street (north side) from South Parkside Avenue to the first alley east thereof -- at all times;

**DAVIS (29th Ward)**

West Erie Street, from North Austin Boulevard to North Mayfield Avenue -- at all times;

West Race Street, from North Austin Boulevard to North Waller Avenue -- at all times;

## Alderman

## Location, Distance And Time

*MELL* (33rd Ward)

West Wellington Avenue (both sides) in the 2200 block -- 5:00 P.M. to 7:00 A.M. on weekdays and at all times on weekends;

North Rockwell Street (both sides) in the 2900 block -- at all times;

North Elbridge Avenue (both sides) in the 3000 block -- at all times;

*KOTLARZ* (35th Ward)

North Drake Avenue (both sides) in the 4000 block -- at all times;

North Harding Avenue (both sides) in the 4000 block -- 7:00 A.M. to 8:00 P.M. -- Monday through Saturday;

West Newport Avenue (both sides) in the 4000 block -- at all times;

*BANKS* (36th Ward)

North Melvina Avenue (both sides) in the 1600 block -- at all times;

*CULLERTON* (38th Ward)

North Nagle Avenue (both sides) in the 3200 block -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday;

*LAURINO* (39th Ward)

North Lawndale Avenue, from West Sunnyside Avenue to West Wilson Avenue -- at all times;

North Hamlin Avenue, in the 4900 block;

North Kostner Avenue, in the 5100 block;

*PUCINSKI* (41st Ward)

North Ottawa Avenue (east side) in the 5700 block -- at all times;

## Alderman

## Location, Distance And Time

North Oketo Avenue, in the 5800 block --  
at all times;

North Avondale Avenue, between 6000  
to 6048 -- at all times;

**NATARUS (42nd Ward)**

West Schiller Street (both sides) between  
North LaSalle Street and North Wells  
Street -- at all times;

**LEVAR (45th Ward)**

North Laramie Avenue, in the 4600 and  
4700 blocks and West Giddings Street  
(both sides) in the 5200 block -- at all  
times -- daily;

North London Avenue (both sides) in the  
4700 block -- 6:00 A.M. to 6:00 P.M. --  
Monday through Friday.

---

***Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
RESIDENTIAL PERMIT PARKING ZONE ON PORTION  
OF NORTH SAWYER AVENUE.**

Alderman Figueroa (31st Ward) presented a proposed ordinance which would amend an ordinance passed on February 16, 1989 by striking the words "North Sawyer Avenue (both sides) from the first east-west alley north of West Fullerton Avenue to West Wrightwood Avenue" relative to the residential permit parking zone on a portion of North Sawyer Avenue and inserting in lieu thereof "North Sawyer Avenue (both sides) from West Altgeld Street to West Wrightwood Avenue", which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* – EXTENSION OF RESIDENTIAL PERMIT PARKING  
ZONE EIGHTEEN ON PORTIONS OF SPECIFIED  
PUBLIC WAYS.

Alderman Madrzyk (13th Ward) presented a proposed ordinance to extend residential permit parking Zone 18 on portions of specified public ways, which was *Referred to the Committee on Traffic Control and Safety*, as follows:

West 61st Street  
(South side)

From South Kilpatrick Avenue to the  
first alley west thereof;

South Kilpatrick Avenue  
(North side)

From 6100 south to 6200 south;

West 62nd Street  
(North side)

From South Kilpatrick Avenue to  
first alleys east and west thereof.

---

*Referred* – AMENDMENT OF ORDINANCE WHICH EXTENDED  
RESIDENTIAL PERMIT PARKING ZONE TWENTY-NINE  
ON PORTION OF SOUTH MC VICKER AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would amend an ordinance passed on December 18, 1986 (Council Journal pages 38542 – 38544) by striking the words "South McVicker Avenue (both sides) from the first alley south of West Archer Avenue to West 55th Street – extension of residential permit parking at all times (Zone 29)" relative to the residential permit parking zone on a portion of South McVicker Avenue and inserting in lieu thereof "South McVicker Avenue (both sides) from the first alley south of West Archer Avenue to West 55th Street – extension of residential permit parking -- 8:00 A.M. to 6:00 P.M. – Monday through Friday (Zone 29)", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* – DISCONTINUANCE OF RESIDENTIAL PERMIT PARKING  
ZONE ON PORTION OF NORTH KEDVALE AVENUE.

Alderman Kotlarz (35th Ward) presented a proposed ordinance which would amend a

previously passed ordinance by discontinuing the residential permit parking zone on the east side of North Kedvale Avenue, from 3901 to 3913, which was *Referred to the Committee on Traffic Control and Safety.*

---

*Referred* -- DISCONTINUANCE OF RESIDENTIAL PERMIT PARKING  
ZONE ON PORTION OF SOUTH PAULINA STREET.

Alderman Huels (11th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the residential permit parking zone on both sides of South Paulina Street, in the 3600 block, which was *Referred to the Committee on Traffic Control and Safety.*

---

*Referred* -- PERMISSION FOR CERTAIN NORTH AUSTIN AVENUE  
RESIDENTS TO PURCHASE RESIDENTIAL  
PARKING PERMITS.

Alderman Davis (29th Ward) presented two proposed ordinances which would permit the residents of the 500 and 600 blocks of North Austin Avenue to purchase residential parking permits for the residential parking zones in the 5700 block of West Erie Street and 5700 through 6000 blocks of West Race Street, which were *Referred to the Committee on Traffic Control and Safety.*

---

*Referred* -- DESIGNATION OF SERVICE DRIVES/DIAGONAL  
PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking in the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Distance
<i>BURKE</i> (14th Ward)	South Kedzie Avenue, at 6200, alongside on West 62nd Street, from South Kedzie Avenue to the first alley east thereof;
<i>HAGOPIAN</i> (30th Ward)	North Cicero Avenue, at 2857, alongside on West George Street, from North Cicero Avenue east to the driveway;
<i>MELL</i> (33rd Ward)	West Wellington Street, between North Clybourn Avenue and the first alley west thereof.

---

*Referred* -- ESTABLISHMENT OF TWENTY MILE PER HOUR  
SPEED LIMIT ON PORTION OF WEST  
TALCOTT AVENUE.

Alderman Pucinski (41st Ward) presented a proposed order to limit the speed of vehicles to 20 miles per hour on West Talcott Avenue, between North Harlem Avenue and North Oriole Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- ESTABLISHMENT OF TOW-AWAY ZONES AT  
SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated, for the distances and hours specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

## Alderman

## Location, Distance And Time

*ROTI* (1st Ward)

North Beaubien Court (east side) from a point 60 feet north of East Randolph Street to a point 50 feet north thereof -- at all times -- no exceptions;

South LaSalle Street, at 327, alongside on West Van Buren Street -- at all times -- no exceptions;

West Van Buren Street (north side) from a point 191 feet west of South Racine Avenue to a point 37 feet west thereof -- at all times -- no exceptions;

*CALDWELL* (8th Ward)

South East End Avenue (both sides) from the first alley south of West 87th Street to a point 18 feet north of the alley -- at all times;

*O'CONNOR* (40th Ward)

North Wolcott Avenue (both sides) from West Balmoral Avenue to a point 172 feet north thereof -- at all times;

*NATARUS* (42nd Ward)

East Chicago Avenue, at 211 -- at all times -- no exceptions;

West Grand Avenue (south side) at 307 -- at all times;

West Illinois Street, at 320 (alongside on North Franklin Street across loading dock driveway) -- at all times -- no exceptions;

North LaSalle Street, at 1152 (across driveway) -- at all times -- no exceptions;

East Oak Street, at 36 (across driveway) -- at all times -- no exceptions;



## Alderman

## Location, Distance And Time

East Oak Street, at 76 (loading and unloading only) -- at all times -- no exceptions;

East Walton Street, at 100 -- at all times -- no exceptions;

**EISENDRATH (43rd Ward)**

West Dickens Avenue, at 411 -- at all times -- no exceptions;

North Kenmore Avenue, at 2729 (driveway) -- at all times -- no exceptions;

North Lincoln Park West, at 1960 -- at all times -- no exceptions;

North Sheffield Avenue, at 2520 (driveway) -- at all times -- no exceptions;

North State Parkway, at 1350 -- at all times -- no exceptions;

**SHILLER (46th Ward)**

North Marine Drive, at 4250 (end of driveway) -- at all times.

---

*Referred* -- INSTALLATION OF AUTOMATIC TRAFFIC CONTROL SIGNALS AT SUNDRY LOCATIONS.

The aldermen named below presented proposed orders for the installation of automatic traffic control signals at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

## Alderman

## Location

**T. EVANS (4th Ward)**

East 54th Street and South Blackstone Avenue;

Alderman	Location
MADRZYK (13th Ward)	West 60th Street and South Central Avenue.

---

***Referred* – INSTALLATION OF FLASHING CAUTION LIGHT AND  
CROSSWALK AT INTERSECTION OF WEST GRAND AVENUE  
AND NORTH WOLCOTT AVENUE.**

Alderman Butler (27th Ward) presented a proposed order for the installation of a flashing yellow caution light and crosswalk at the intersection of West Grand Avenue and North Wolcott Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

---

***Referred* – INSTALLATION OF TRAFFIC SIGNS AT  
SUNDRY LOCATIONS.**

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
T. EVANS (4th Ward)	East 44th Street and South Greenwood Avenue – "Four-Way Stop";
	East 45th Street and South Ellis Avenue – "Three-Way Stop";
STEELE (6th Ward)	East 74th Street, at South Blackstone Avenue – "Stop";
	East 77th Street and South Drexel Avenue – "Stop";

## Alderman

## Location And Type Of Sign

East 81st Street, at South Wabash Avenue -- "Stop";

West 91st Street and South Dr. Martin Luther King Drive -- "Four-Way Stop";

West 91st Street, at South Michigan Avenue -- "Stop";

**BEAVERS (7th Ward)**

East 76 Street, at South Kingston Avenue -- "Stop";

South Coles Avenue, at East 78th Street -- "Stop";

**CALDWELL (8th Ward)**

First east/west alley north of East 88th Street, between South Dauphin Avenue and South Cottage Grove Avenue -- "Stop";

South Anthony Avenue, at East 83rd Street -- "Stop";

South Dante Avenue, at East 90th Street -- "Stop";

South Jeffery Boulevard, at East 77th Street -- "Stop";

South Jeffery Boulevard, at East 81st Street -- "Stop";

South Paxton Avenue, in the 8100 block -- "Quiet Zone";

East 79th Street and South Chappel Avenue -- "School Crossing";

East 84th Street and South Blackstone Avenue -- "Stop";

Alderman	Location And Type Of Sign
	East 85th Street, at South Blackstone Avenue -- "Four-Way Stop";
	East 85th Street and South Dante Avenue -- "Stop";
	East 86th Street and South Blackstone Avenue -- "Four-Way Stop";
<b>SHAW (9th Ward)</b>	South Calumet Avenue, at East 106th Street -- "Stop";
	South State Street, at West 120th Street -- "Stop";
<b>MADRZYK (13th Ward)</b>	West 56th and South Komensky Avenue -- "Stop";
	South Ridgeway Avenue and West Pippin Street -- "Stop";
<b>BURKE (14th Ward)</b>	South Washtenaw Avenue, at West 52nd Street -- "Stop";
	West 62nd Street and South Campbell Avenue -- "Stop";
	Entrance to first east/west "T" alley north of West 51st Street on the east side of South Artesian Avenue -- "One-Way" (easterly) and at the "T" junction of east-west alley entranceway with north/south alley -- "One-Way" (southerly);
<b>CARTER (15th Ward)</b>	South Honore Street, at West 73rd Street -- "Stop";
	South Oakley Avenue, at West 73rd Street and West 74th Street -- "Stop";

Alderman	Location And Type Of Sign
<i>STREETER</i> (17th Ward)	West 81st Street, at South May Street -- "Stop";
<i>KELLAM</i> (18th Ward)	South Damen Avenue, at 8326 -- "Handicapped Parking";
	South Loomis Boulevard, at 8251 -- "Handicapped Parking";
	South May Street, at 8552 -- "Handicapped Parking";
<i>SHEAHAN</i> (19th Ward)	West Chelsea Place and South Vincennes Avenue -- "Two-Way Stop";
	South St. Louis Avenue, from West 108th Street to West 109th Street -- "Deaf Children Playing";
	West 92nd Street and South Hoyne Avenue -- "Four-Way Stop";
	West 102nd Street and South Bell Avenue -- "Four-Way Stop";
	West 106th Street and South Troy Avenue -- "Four-Way Stop";
	West 108th Place and South Hoyne Avenue -- "Two-Way Stop";
	West 109th Street and South Hoyne Avenue -- "Two-Way Stop";
	West 109th Street and South St. Louis Avenue -- "Four-Way Stop";
	West 112th Street and South Maplewood Avenue -- "Two-Way Stop";
<i>J. EVANS</i> (21st Ward)	South Genoa Avenue, at West 95th Street -- "Stop";

## Alderman

## Location And Type Of Sign

South Justine Street, at West 94th Street  
-- "Stop";

South Lowe Avenue, at West 85th Street  
-- "Stop";

South Lowe Avenue, at West 86th Street  
-- "Stop";

South Lowe Avenue, at West 88th Street  
-- "Stop";

South Michigan Avenue, at West 101st  
Street -- "Stop";

South Normal Avenue, at West 102nd  
Street -- "Stop";

South Princeton Avenue, at West 100th  
Street -- "Stop";

South Throop Street, at West 88th Street  
-- "Stop";

South Union Avenue, at West 97th Street  
-- "Stop";

South Wentworth Avenue, at West 97th  
Street -- "Stop";

West 88th Street, at South Throop Street  
-- "Stop";

West 96th Street, at South Union Avenue  
-- "Three-Way Stop";

West 96th Street and South Emerald  
Avenue -- "Three-Way Stop";

West 96th Street, at South Wallace  
Street -- "Stop";

West 97th Street, at South Ada Street --  
"Stop";

## Alderman

## Location And Type Of Sign

West 98th Street and South Lowe Avenue -- "Three-Way Stop";

West 100th Street, at South Emerald Avenue -- "Stop";

West 100th Street and South LaSalle Street -- "Four-Way Stop";

**GARCIA (22nd Ward)**

South Avers Avenue, at West 27th Street -- "Stop";

**KRYSTYNIAK (23rd Ward)**

South Kedvale Avenue, at West 49th Street -- "Stop";

South Keeler Avenue, at West 51st Street -- "Stop";

South Leclaire Avenue, at West 52nd Street -- "Stop";

South Nottingham Avenue, at West 57th Street -- "Stop";

West 50th Street and South LaCrosse Avenue -- "Four-Way Stop";

West 52nd Street and South Sayre Avenue -- "Four-Way Stop";

Entrances to the north/south alley between South McVicker Avenue and South Meade Avenue, from West 56th Street to West 57th Street -- "Through Traffic Prohibited";

Entrances to east/west alley bounded by South Massasoit Avenue, South Menard Avenue, West 58th and West 59th Streets -- "Through Traffic Prohibited";

## Alderman

## Location And Type Of Sign

Entrances to the north/south and east/west alleys bounded by West 53rd Street, South Archer Avenue, South Central Avenue and South Parkside Avenue -- "Through Traffic Prohibited";

Entrances to the north/south and east/west alleys bounded by West 53rd Street, South Archer Avenue, South Major Avenue and South Massasoit Avenue -- "Through Traffic Prohibited";

Entrances to the north/south and east/west alleys bounded by West 53rd Street, South Archer Avenue, South Mason Avenue and South Austin Avenue -- "Through Traffic Prohibited";

Entrances to the north/south and east/west alleys bounded by West 53rd Street, South Archer Avenue, South Massasoit Avenue and South Menard Avenue -- "Through Traffic Prohibited";

Entrances to the north/south and east/west alleys bounded by West 53rd Street, South Archer Avenue, South Mayfield Avenue and South Mason Avenue -- "Through Traffic Prohibited";

Entrances to the north/south and east/west alleys bounded by West 53rd Street, South Archer Avenue, South Menard Avenue and South Monitor Avenue -- "Through Traffic Prohibited";

Entrances to the north/south and east/west alleys bounded by West 53rd Street, South Archer Avenue, South Parkside Avenue and South Major Avenue -- "Through Traffic Prohibited";

Entrances to the alley bounded by West 58th Street, West 59th Street, South Merrimac Avenue and South Melvina Avenue -- "Through Traffic Prohibited";



Alderman	Location And Type Of Sign
<i>SOLIZ</i> (25th Ward)	South Washtenaw Avenue, at West 15th Place -- "Three-Way Stop";  West 16th Street and South Blue Island Avenue -- "Four-Way Stop";
<i>E. SMITH</i> (28th Ward)	West Ferdinand Street and North Springfield Avenue -- "Four-Way Stop";
<i>HAGOPIAN</i> (30th Ward)	West George Street and North Kenneth Avenue -- "Four-Way Stop";
<i>FIGUEROA</i> (31st Ward)	West Beach Avenue, at North Spaulding Avenue -- "Stop";
<i>BANKS</i> (36th Ward)	North Newland Avenue and West Altgeld Street -- "Three-Way Stop";  West Palmer Street and North Mobile Avenue -- "Four-Way Stop";
<i>GILES</i> (37th Ward)	West Race Street, at South Lamon Avenue -- "Two-Way Stop";
<i>CULLERTON</i> (38th Ward)	North Meade Avenue, at West Berenice Avenue -- "Stop";
<i>CULLERTON</i> (38th Ward) And <i>LEVAR</i> (45th Ward)	North Laramie Avenue, at West Grace Street -- "Stop";
<i>LAURINO</i> (39th Ward)	North Christiana Avenue and West Sunnyside Avenue -- "Stop";  North Elston Avenue, at 4532 -- "No Parking";

Alderman	Location And Type Of Sign
<i>O'CONNOR</i> (40th Ward)	West Leland Avenue and North Artesian Avenue -- "Four-Way Stop"; West Leland Avenue and North Maplewood Avenue -- "Four-Way Stop";
<i>PUCINSKI</i> (41st Ward)	West Bryn Mawr Avenue, between 7400 and 7432 -- "No Parking"; West Higgins Avenue, at 7050 -- "Loading Zone"; North Ogallah Avenue and West Isham Avenue -- "Three-Way Stop"; North Olympia Avenue and West Peterson Avenue -- "Four-Way Stop"; North Oriole Avenue and West Isham Avenue -- "Three-Way Stop"; West Talcott Avenue and North Odell Avenue -- "Three-Way Stop";
<i>NATARUS</i> (42nd Ward)	North State Street, at East Illinois Street -- "Stop";
<i>EISENDRATH</i> (43rd Ward)	West Drummond Place and North Orchard Street -- "Four-Way Stop"; West Schubert Avenue and North Southport Avenue -- "All-Way Stop"; West Willow Street and North Marcey Street -- "Four-Way Stop";
<i>HANSEN</i> (44th Ward)	West Melrose Street and North Greenview Avenue -- "Four-Way Stop";

## Alderman

## Location And Type Of Sign

*LEVAR* (45th Ward)

West Belle Plaine Avenue and North Lawler Avenue -- "Three-Way Stop";

North Markham Avenue, at West Ardmore Avenue -- "Stop";

North Mulligan Avenue, at West Catalpa Avenue -- "Stop";

West Seminole Avenue and North McVicker Avenue -- "Four-Way Stop";

*SCHULTER* (47th Ward)

West Argyle Street, at North Oakley Avenue -- "Stop".

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED  
INSTALLATION OF "ALL WAY STOP" SIGN AT  
INTERSECTION OF WEST 56TH STREET  
AND SOUTH KOMENSKY AVENUE.

Alderman Madrzyk (13th Ward) presented a proposed ordinance which would amend an ordinance passed on June 28, 1989 (Council Journal page 3024) by discontinuing the "All Way Stop" sign at the intersection of West 56th Street and South Komensky Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED  
INSTALLATION OF "STOP" SIGNS AT INTERSECTION  
OF EAST 107TH STREET AND SOUTH  
EBERHART AVENUE.

Alderman Shaw (9th Ward) presented a proposed ordinance to amend a previously passed ordinance by discontinuing the "Stop" signs at the intersection of East 107th Street and South Eberhart Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED  
INSTALLATION OF "STOP" SIGNS AT INTERSECTION  
OF EAST 107TH STREET AND SOUTH  
EDBROOKE AVENUE.

Alderman Shaw (9th Ward) presented a proposed ordinance to amend a previously passed ordinance by discontinuing the "Stop" signs at East 107th Street and South Edbrooke Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

---

*Referred* -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED  
INSTALLATION OF "STOP" SIGNS AT INTERSECTION  
OF EAST 107TH STREET AND SOUTH  
PRAIRIE AVENUE.

Alderman Shaw (9th Ward) presented a proposed ordinance to amend a previously passed ordinance by discontinuing the "Stop" signs at East 107th Street and South Prairie Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

---

*Referred* -- REMOVAL OF "NO PARKING" SIGNS AT  
SPECIFIED LOCATIONS.

Alderman Giles (37th Ward) presented a proposed order to remove the "No Parking" signs on both sides of West North Avenue, between North Cicero Avenue and North Long Avenue, on both sides of West Division Street, between North Cicero Avenue and North Central Avenue, on both sides of West Chicago Avenue, between North Cicero Avenue and North Central Avenue and on both sides of West Chicago Avenue, between North Pulaski Road and North Central Park Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred* -- PROPOSED STUDY REGARDING INSTALLATION OF  
"TWO-WAY STOP" SIGN ON WEST 81ST STREET  
AT SOUTH WOLCOTT AVENUE.

Alderman Kellam (18th Ward) presented a proposed order to conduct a study for the purpose of installing a "Two-Way Stop" sign on West 81st Street, at South Wolcott Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- PROPOSED STUDY REGARDING INSTALLATION OF  
"TWO-WAY STOP" SIGN ON WEST 82ND STREET  
AT SOUTH KOSTNER AVENUE.

Alderman Kellam (18th Ward) presented a proposed order to conduct a study for the purpose of installing a "Two-Way Stop" sign on West 82nd Street, at South Kostner Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT  
FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
CALDWELL (8th Ward)	South St. Lawrence Avenue, from East 100th to East 103rd Streets;
	South Dauphin Avenue, from East 100th to East 103rd Streets;
CARTER (15th Ward)	South Claremont Avenue, at 6200;

Alderman	Location And Distance
<i>STREETER</i> (17th Ward)	West 78th Place, in the 1200 block;
<i>E. SMITH</i> (28th Ward)	West Polk Street, from 3800 to 3900;
<i>HANSEN</i> (44th Ward)	West Wolfram Street, in the 800 and 900 blocks, from North Sheffield Avenue to North Halsted Street.

---

## 2. ZONING ORDINANCE AMENDMENTS.

---

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

The aldermen named below presented nine proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

**BY ALDERMAN HUELS** (11th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 8-F bounded by:

a line 223 feet south of and parallel to West 38th Street; South Lowe Avenue; a line 248 feet south of and parallel to West 30th Street; and the alley next west of and parallel to South Lowe Avenue.

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 8-G bounded by:

West 31st Street; a line 49.0 feet east of the alley next east of and parallel to South Benson Street; the alley next south of and parallel to West 31st Street; and the alley next east of and parallel to South Benson Street.

*BY ALDERMAN KRISTYNIK (23rd Ward):*

To classify as an M1-1 Restricted Manufacturing District instead of an R3 General Residence District the area shown on Map No. 12-K bounded by:

West 53rd Street; South Keating Avenue; the alley next south of and parallel to West 53rd Street; and the alley next west of and parallel to South Keating Avenue.

To classify as an R2 Single-Family Residence District instead of an R3 General Residence District the area shown on Map Nos. 12-M and 12-N bounded by:

West 51st Street; South Narragansett Avenue; a line 70 feet north of and parallel to West 52nd Street; the alley next west of and parallel to South Narragansett Avenue; a line 70 feet south of and parallel to West 52nd Street; South Narragansett Avenue; a line 40 feet north of and parallel to West 54th Street; the alley next west of and parallel to South Narragansett Avenue; West 54th Street; South Narragansett Avenue; a line 75 feet north of and parallel to the alley north of and parallel to West Archer Avenue; the alley next west of and parallel to South Narragansett Avenue; a line 34.5 feet south of and parallel to West 51st Street; South Narragansett Avenue; a line 59.5 feet south of and parallel to West 51st Street; the alley next east of and parallel to South Narragansett Avenue; West 53rd Street; South Narragansett Avenue; a line 86.5 feet south of and parallel to West 53rd Street; the alley next east of and parallel to South Narragansett Avenue; a line 332 feet south of and parallel to West 53rd Street; South Narragansett Avenue; a line 382 feet south of and parallel to West 53rd Street; the alley next east of and parallel to South Narragansett Avenue; the alley next north of and parallel to South Archer Avenue; and South Narragansett Avenue.

To classify as an R2 Single-Family Residence District instead of an R3 General Residence District the area shown on Map No. 14-M bounded by:

a line 52.4 feet south of and parallel to West 58th Street; the alley next east of and parallel to South Narragansett Avenue; West 59th Street; South Narragansett Avenue; a line 71 feet south of and parallel to West 59th Street; the alley next east of and parallel to South Narragansett Avenue; the north line of the right-of-way of the Indiana Harbor Belt Railroad; South Narragansett Avenue; the alley next north of and parallel to West 60th Street; a line 150 feet east of and parallel to South Narragansett Avenue; West 60th Street; South Narragansett Avenue; West 60th Street; the alley next east of and parallel to South Narragansett Avenue; the alley next north of and parallel to West 63rd Street; and South Narragansett Avenue.

To classify as an R2 Single-Family Residence District instead of an R3 General Residence District the area shown on Map No. 14-N bounded by:

a line 101.1 feet south of and parallel to West 56th Street; South Narragansett Avenue; West 57th Street; the alley next west of and parallel to South Narragansett Avenue; a line 51.1 feet south of and parallel to West 57th Street; South Narragansett Avenue; West 59th Street; the alley next west of and parallel to South Narragansett Avenue; West 60th Street; a line 356.26 feet south of and parallel to West 60th Street; South Narragansett Avenue; a line 416.26 feet south of and parallel to West 60th Street; South Narragansett Avenue; the alley next west of and parallel to South Narragansett Avenue; a line 421.19 feet south of and parallel to West 61st Street; and the alley next west of and parallel to South Narragansett Avenue.

To classify as an R3 General Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 14-N bounded by:

a line 75 feet north of and parallel to West 60th Street; the alley next east of and parallel to South Oak Park Avenue; West 60th Street; and South Oak Park Avenue.

**BY ALDERMAN HAGOPIAN (30th Ward):**

To classify as a B2-1 Restricted Retail District instead of a B4-1 Restricted Service District the area shown on Map No. 7-L bounded by:

the alley next north of and parallel to West Diversey Avenue; the alley next west of and parallel to North Cicero Avenue; the alley next south of and parallel to West Diversey Avenue; and North Lamon Avenue.

**BY ALDERMAN FIGUEROA (31st Ward):**

To classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 5-J bounded by:

West North Avenue; North Central Park Avenue; the first alley north of West North Avenue; and a line 50 feet west of and parallel to North Central Park Avenue.



**3. CLAIMS.**  

---

***Referred* -- CLAIMS AGAINST CITY OF CHICAGO.**

The aldermen named below presented three hundred fifty-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:

<b>Alderman</b>	<b>Claimant</b>
<b>ROTI (1st Ward)</b>	<b>Ms. Aniela Peski;</b>
	<b>Mr. George Reed;</b>
	<b>155 Harbor Drive Condominium Association (2);</b>
	<b>The 400 Condominium Association;</b>
	<b>801 South Plymouth Court Condominium Association;</b>
	<b>899 South Plymouth Court Condominium Association;</b>
	<b>901 South Plymouth Court Condominium Association;</b>
	<b>1115 South Plymouth Court Condominium Association;</b>
	<b>The 1143 South Plymouth Court Condominium Association;</b>
	<b>1169 South Plymouth Court Condominium Association;</b>
<b>T. EVANS (4th Ward)</b>	<b>Barclay Condominium;</b>
	<b>Drexel Square Condominium (3);</b>

**Alderman****Claimant**

Hyde Park Courtway Condominium  
Association;

Newport Condominium;

Pioneer Cooperative, Incorporated;

Woodlawn Building Corporation;

1348 -- 1350 Hyde Park Condominium;

4800 South Dorchester Condominium;

The 4900 Drexel Co-op Corporation (3);

53rd Maryland Condominium  
Association;

**BLOOM (5th Ward)**

East View Park Condominium  
Association;

Lake Terrace Condominium  
Association;

Merrill Street Cooperative (2);

Midway View Apartment Building  
Corporation;

1400 -- 1412 East 56th Street  
Condominium Association;

2024 -- 2034 Winston South  
Condominium;

2051 -- 2061 Condominium Association;

5478 -- 5480 South Everett  
Condominium Association;

## Alderman

## Claimant

5517 -- 5519 South Hyde Park  
Boulevard Condominium Association;

5521 -- 5525 South Cornell  
Condominium Association;

6707 South Chappel Condominium  
Association;

6830 -- 6832 Paxton Condominium;

**CALDWELL (8th Ward)** London Towne Houses Cooperative,  
Incorporation (2);

**MADRZYK (13th Ward)** Courtyard Condominium Association;  
Kenton Building Organization;  
Kings Court Condominium -- Phase II;  
Saint Nicholas of Tolentine Church;  
South Homan Condo Association;

**BURKE (14th Ward)** Ms. Virginia Kuczynski;  
Mr. Michael O'Connor;

**STREETER (17th Ward)** Lafayette Plaza Building Cooperative;

**KELLAM (18th Ward)** Park Place II Condominium Association;  
Park Place III Condominium  
Association;  
Park Place IV Condominium  
Association;

## Alderman

## Claimant

*SHEAHAN* (19th Ward)Camden Court Condominium  
Association;

Ms. Donna J. Dillion;

Saint Casimir Memorials, Incorporated;

Mr. Jeff Silhan;

*JONES* (20th Ward)

Ms. Neomia Dudley;

*KRYSTYNIAK* (23rd Ward)

Ms. Marie I. Heinz;

Mr. Glen Miller;

Ms. Amy Theresa Nedvar;

Ms. Mary Ann Raciak;

Mr. John J. Trafton;

*SOLIZ* (25th Ward)

Mr. Rudolpho Castaneda;

Mr. Ted Nicpon;

*BUTLER* (27th Ward)

Ms. Mary Dale;

Hermitage Manor Cooperative;

*DAVIS* (29th Ward)

Ms. Shannon Bellamy;

*HAGOPIAN* (30th Ward)

Mr. Hector Diaz;

*FIGUEROA* (31st Ward)

Mr. Adrian Guerrero;

Mr. Jesus Rivera;

## Alderman

## Claimant

*GABINSKI* (32nd Ward)

Iowa Medical Center;

Ms. Margaret K. Shuffitt;

*KOTLARZ* (35th Ward)Breton Court Biplax Owners  
Association;

Mr. Roger Murphy;

Ms. Gail Plechaty;

Mr. Raul A. Rubi;

Ms. Sandra A. Stangl;

Mr. Justin Stimson;

*GILES* (37th Ward)

Mr. Robert A. Bynum;

Ms. Idella Collins;

*CULLERTON* (38th Ward)

Addison Commons Condo Association;

Addison Manor Condominium;

Mr. James Chin;

Irving Park Terrace Condominium  
Association;Jefferson House Condominium  
Association;

Roscoe Woods Condominium;

The Warwick Condominium;

*LAURINO* (39th Ward)

Mr. Donato Gutierrez;

Mr. Walter M. Hugh;

## Alderman

*O'CONNOR* (40th Ward)*PUCINSKI* (41st Ward)

## Claimant

Summerdale Condominium Association;

Birch Tree Manor Condominium Unit 1;

Birch Tree Manor Condominium  
Association 2;Birch Tree Manor Number 6  
Condominium Association;Bridgeview Garden Condominium  
Association;Caldwell Woods Condominium  
Association, Incorporated;

Chevalier Condominium Association;

Crestwood Terrace Condominium  
Association;

Devon Place Condominium Association;

Edgewood Manor 1 Condominium  
Association;

The Edisonaire Condominiums;

Edison Fountain Place Condominium  
Association;

Edison Parker Condominium 1;

Edison Parker No. 2 Condominium  
Association;

Edison Place Condominium Association;

Edison Villa Condominium;

Edison Village Condominium  
Association;

Evelyn Lane Condominium;

Alderman

Claimant

Fountain Place Condominium  
Association;

Friendly Village Number Two  
Condominium Association;

Friendly Village No. 3 Condominium  
Association;

Friendly Village No. 4 Condominium  
Association;

Glenmont Court Condominium  
Association No. 1;

Glenmont Court Condominium  
Association No. 2;

Glenmont Court Condominium  
Association No. 3;

Mr. Daniel J. Hickey;

Higgins Manor Condominium  
Association;

Higgins Terrace Condominium  
Association, Incorporated;

Innisbrook Condominium No. 2;

Kathleen Condominium;

Kings Ridge Condominium;

L'avenir Condominium;

Lawrence Place Condominium  
Association;

Lexington House Condominium;

Mansard House Condominium;

Mason Manor Condominium;

## Alderman

## Claimant

Niagara North Condominium  
Association;

Normandy Condominium;

Northwest Point Condominium  
Association (South);

Northwest Point West Condominium  
Association (2);

Northwest Terrace Building No. 1  
Condominium Association;

Northwest Terrace No. 2;

Northwest Terrace Building No. 3;

Norwood Place Condominium  
Association;

Olmsted Condominium Association;

Parkview Condominium West,  
Incorporated;

Parkview East Condominium  
Association;

Parkway Circle Condominium;

Point East Condominium;

Raven Place Condominium Association;

Shenandoah Condominium Association,  
Incorporated;

Williamsburg Condominium  
Association;

The Williamsburg Condominium;

5139 -- 5143 North River Road  
Condominium Association (2);



## Alderman

## Claimant

5155 -- 5159 North East River  
Condominium Association;

5223 Condominium Association;

5950 North Odell Condominium  
Association;

5989 -- 5991 Northwest Highway  
Condominium Association;

6005 -- 6009 North Neola Condominium  
Association;

6490 Regency Condominium  
Association;

6831 North Northwest Highway  
Association;

8435 -- 8439 West Bryn Mawr  
Condominiums;

8734 West Summerdale Condominium  
Association;

*NATARUS* (42nd Ward)

Carl Sandburg Village Condominium  
Association No. 1;

Carlyle Apartments Homeowners  
Association (2);

Cedar Street Corporation;

The Drake Tower Apartments,  
Incorporated;

Faulkner House Condominium  
Association;

Hanover Condominium Association;

Mr. Anthony Richard Jacobs;

## Alderman

## Claimant

Lowell House Condominium  
Association;

Plaza On DeWitt Condominium  
Association;

The Scott Condominium Association;

Streeterville Center Condominium  
Association;

Thirty East Elm Condominium  
Association;

Two Hundred Nine Lake Shore Drive  
Building Corporation;

20 East Cedar Condominium  
Association;

21 East Chestnut Condominium  
Association;

30 East Division Condominium  
Association;

50 East Bellevue Condominium  
Association;

The 100 Bellevue Place Condominium  
Association;

100 East Walton Condominium  
Association;

161 Chicago Avenue East Condominium  
Association;

175 East Delaware Place Homeowner's  
Association;

180 East Pearson Street Homeowner's  
Association (2);

201 East Chestnut Condominium  
Association;

## Alderman

## Claimant

201 East Walton Condominium  
Association;

210 East Pearson Condominium  
Association;

220 East Walton Condominium  
Association;

223 East Delaware Corporation;

227 -- 237 East Delaware Place  
Corporation;

230 East Delaware Place Condominium  
Association;

247 East Chestnut Condominium  
Association;

253 East Delaware Condominium  
Association;

535 North Michigan Avenue  
Condominium Association;

777 Condominium Association;

860 Lake Shore Drive Trust;

900 -- 910 Lake Shore Drive  
Condominium Association;

990 Homeowners Association;

1010 Lake Shore Association;

1100 North Lake Shore Drive  
Condominium Association;

1110 North Lake Shore Homeowners  
Association;

1242 Lake Shore Drive Corporation;

**Alderman****Claimant****EISENDRATH (43rd Ward)****1530 North Dearborn Condominium  
Association;****Astor-Banks Condominium  
Association;****Belgravia Terrace Condominium  
Association;****Commons Condominium Association;****The Conservatory Condominium  
Association;****Hemingway House Condominium  
Association;****Howe Court Condominium Association;****One East Schiller Condominium  
Association (2);****Ritchie Court Condominium;****Warwick Condominium Association;****Wrightwood Court Townhouse  
Association;****317 West Belden Condominium  
Association;****399 Corporation;****401 Webster Condominium  
Association;****916 – 918 West Fullerton Condominium  
Association;****1260 Astor Street Building Corporation;****1300 Lake Shore Drive Condominium  
Association;**

## Alderman

## Claimant

1320 North State Street Apartment,  
Incorporated;

1415 North Dearborn Parkway  
Condominium Association;

1418 Lake Shore Drive Condominium  
Association;

1430 Lake Shore Drive Building  
Corporation;

1500 Lake Shore Drive Building  
Corporation;

1550 North State Parkway  
Condominium Association;

1801 North Orleans Condominium  
Association;

2020 Lincoln Park West Condominium  
Association;

2130 Lincoln Park West Condominium  
Association;

2318 -- 2326 North Sheffield  
Condominium Association;

2626 Lakeview Condominium  
Association;

2800 Lake Shore Drive Condominium  
Association;

*HANSEN (44th Ward)*

Barry Avenue Townhouses;

Barry Condominium;

Bel-Harbor Condominium Association;

Belmont Condominium Association;

## Alderman

## Claimant

Briar Court Townhouses;

Byron Greystone;

Commonwealth Plaza Condominium  
Association;

The Darien Condominium Homes;

Eddystone Condominium Homes,  
Incorporated;

Grace Street Condominium Association  
(2);

Harbor House Condominium  
Association;

Oakdale Court Condominium  
Association;

The Wellington Condominium  
Association;

336 Wellington Condominium  
Association;

415 West Aldine Condominium  
Association;

420 Aldine Condominium Association;

433 West Wellington Avenue  
Condominium Association;

438 -- 448 Surf Street Condominium  
Association;

442 Wellington Cooperative Building;

460 West Barry Condominium  
Association;

511 West Melrose Condominium  
Association;

## Alderman

## Claimant

560 Roscoe Condominium Association;

607 Buckingham Condominium  
Association;

659 West Aldine Condominium  
Association;

708 -- 714 West Wellington  
Condominium Association;

833 -- 835 Buckingham Condominium  
Association;

1000 West Diversey Loftminiums;

2909 North Sheridan Road  
Condominium Homes Association;

2912 Condominium Association;

2970 Lake Shore Drive Condominium  
Association;

3110 North Sheridan Condominium  
Association;

3150 Condominium Association;

3150 North Sheridan Road  
Condominium Association;

3180 Condominium Association;

3300 Lake Shore Drive Condominium  
Association;

3314 Condominium Association;

*LEVAR (45th Ward)*

Edmunds Street Condo Association;

Keystone Gardens Condominium 1;

Kings Corner Condos;

## Alderman

## Claimant

Lanai Courts Association;

Lawrence Condominium Association;

The Park Condominium Association;

Rosedale Condominium Association;

Mr. James Valentino;

Wilson Court Condominium;

Windsor House Condominium  
Association;

Windsor West Condominium  
Association;

4105 -- 4113 West Cullom  
Condominium Association;

4248 North Keystone Condominium  
Association;

The 4850 -- 4854 North Linder  
Building;

6121 Higgins Condominium;

**SHILLER (46th Ward)**

Addison Building Corporation;

Imperial Towers Condominium  
Association;

Gill Park Cooperative;

Lake Park Plaza Condominium  
Association;

Mr. Donald Lamar Hay;

Park Harbor Condominium  
Association;



## Alderman

## Claimant

The Waterford Condominium  
Association;

555 Cornelia Condominium  
Association;

651 West Sheridan Condominium  
Association;

700 Bittersweet Condominium  
Association;

740 - 742 Bittersweet Condominiums;

3500 Lake Shore Drive Cooperative  
Apartments, Incorporated;

3730 - 3740 North Lake Shore Drive  
Condominium Association;

3750 Lake Shore Drive, Incorporated;

3900 Lake Shore Drive Condominium  
Association;

4300 Marine Drive Condominium  
Association;

**SCHULTER (47th Ward)**

Leland Court Condominium  
Association;

Paulina Terrace Condominium  
Association;

2049 Ainslie Condominium;

4414 - 4416 North Ashland  
Condominium Association;

**M. SMITH (48th Ward)**

Ainslie Park Town Home Association;

Andersonville Condo Association;

## Alderman

## Claimant

First Kenmore Condominium  
Association;

Granville Beach Condominium  
Association;

Horizon House Condominium  
Association;

Malibu Condominium Association;

Manor House Condominium  
Association;

Maranatha Condominium Association;

New Orleans East Condominium  
Association;

Park Edgewater Condominium  
Association;

Princeton House Condominium  
Association;

Thorndale Beach South Condominium;

Thorndale East Condo Association;

Tiara Homeowners Association;

Willow Glen Condominium Association;

4800 Marine Drive Condo Association;

4900 North Marine Drive Condominium  
(2);

5100 Marine Drive Condominium  
Association;

5445 Edgewater Plaza Condominium  
Association;

5455 Edgewater Plaza Condominium  
Association;

## Alderman

## Claimant

## ORR (49th Ward)

5453 -- 5455 North Kenmore  
Condominium Association;

5858 Shore Manor Condominium;

6118 North Sheridan Road  
Condominium Association;

Birchwood On The Lake Condominium  
Association;

Chase-Ashland Condominium  
Association;

Chaseland Condominium Association;

Farwell Beach Condominium  
Association;

Farwell Courts Condominium;

Farwell Estates Condominium  
Association;

Glenwood Health Club and  
Condominium Association;

Glenwood Homes Condominium  
Association;

Jarvis Court Condominium Association;

Shoreline Towers Condominium  
Association;

Stratford House On The Lake,  
Incorporated;

1629 -- 1631 Fargo Condominium  
Association;

6217 -- 6219 Magnolia Association;

6300 North Sheridan Road  
Condominium Association;

## Alderman

## Claimant

**STONE (50th Ward)**

6625 – 6627 North Glenwood  
Condominium Association;

7227 North Ridge Condominium  
Association;

Claremont North Condominium;

Emmerson Park Condominium,  
Incorporated;

Granville Courts Condominium  
Association;

Mr. Chaim T. Kiffel;

Mr. Mila Litinov;

Mozart Terrace Condominium  
Association;

North Damen Square Condominium  
Association;

Park Castle Condominium  
Association;

Park Gables Apartment Homes,  
Incorporated;

Park Manor Condominium Association;

Ridge Estates Condominium  
Association;

Ridge Wood Estates Condominium  
Association;

Stanford Courts Homeowners  
Association;

Stone Terrace Condominium  
Association;

Alderman

Claimant

Winston Towers II Condominium  
Association;1633 West Thome Condominium  
Association (4);

7520 Ridge Building Corporation.

---

**4. UNCLASSIFIED MATTERS.***(Arranged In Order According To Ward Numbers)*

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

**ALDERMAN ROTI (1st Ward):****DRAFTING OF ORDINANCES FOR VACATION OF SPECIFIED  
PUBLIC WAYS.**

Two proposed orders reading as follows (the italic heading in each case not being a part of the order):

*Portions of North Milwaukee Avenue And Specified  
Public Alley.*

*Ordered.* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of North Milwaukee Avenue lying between the east line of North Jefferson Street and the west line of North Clinton Street together with all of the remaining north-south 18-foot public alley in the block bounded by vacated West Carroll Avenue, West Fulton Street, North Jefferson Street and North Clinton Street for A. Epstein and Sons International (No. 9-1-89-1401); said ordinance to be transmitted to the

Committee on Streets and Alleys for consideration and recommendation to the City Council.

---

*Portion Of South Peoria Street.*

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of South Peoria Street lying between the south line of West Madison Street and the north line of West Monroe Street for Enterprise Business Park, Bennett/Schnitzer, Incorporated (No. 17-1-89-1387); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Roti moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed orders. The motion *Prevailed*.

On motion of Alderman Roti, the foregoing proposed orders were *Passed*.

---

*Referred* - CORPORATION COUNSEL DIRECTED TO ISSUE RELEASES  
OF DEMOLITION LIENS AGAINST CERTAIN VACANT  
PROPERTIES ACQUIRED BY STATE OF  
ILLINOIS MEDICAL CENTER  
COMMISSION.

Also, a proposed ordinance requesting the Corporation Counsel to issue releases of any demolition liens held against certain tax delinquent vacant properties acquired by the State of Illinois Medical Center Commission, with said release forms being issued upon receipt of certificates of purchase, which was *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases*.

*Referred* -- REPEAL OF ORDINANCES WHICH ESTABLISHED  
TAXICAB STAND 379 ON PORTION OF NORTH  
WABASH AVENUE AND TAXICAB STAND  
541 ON PORTION OF WEST  
VAN BUREN STREET.

Also, two proposed ordinances which would repeal ordinances passed by the City Council on April 27, 1960 and February 24, 1984, which established taxicab stand 379 on that part of North Wabash Avenue, along the east curb beginning at a point 181 feet south of the south building line of East South Water Street and extending to a point 40 feet south thereof and taxicab stand 541 on that part of West Van Buren Street, along the north curb, at a point 20 feet east of the property line of South Financial Place (South Sherman Street) to a point 283 feet north thereof, respectively, which were *Referred to the Committee on Local Transportation*.

---

*Referred* -- ESTABLISHMENT OF BUS STAND ON PORTION  
OF NORTH STATE STREET.

Also, a proposed ordinance to establish a bus stand on the west side of South State Street, from a point 88 feet north of East Balbo Avenue to a point 30 feet north thereof, pursuant to Chapter 27, Section 27-412 of the Municipal Code, which was *Referred to the Committee on Local Transportation*.

---

*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS  
FOR VARIOUS PURPOSES.

Also, twenty-nine 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:

Adler Planetarium -- to construct, maintain and use a portion of the public way for operation of a storm sewer line adjacent to its premises at 1300 South Lake Shore Drive;

Amalgamated Trust & Savings Bank, under Trust No. 2050 -- to maintain and use a one story covered bridge or passageway connecting the premises at 51 East 11th Street with the premises at 83 East 11th Street;

B. G. Associated Limited -- to maintain and use vaulted areas for fuel burning equipment and pipes under portion of the public way adjacent to its premises at 14 East Jackson Boulevard;

Board of Trustee of the University of Illinois -- to maintain and use an underground pedestrian tunnel and pipe within a grant of subsurface easements under and across a portion of South Wood Street, near West Taylor Street;

CC Industries, Incorporated -- to maintain and use two pedestrian bridges and one pedestrian tunnel adjacent to its premises at 300 West Washington Street;

Chicago Franklin Associated -- to construct, maintain and use a ground retention system in the public way adjacent to its premises at One North Franklin Street;

City Auto Sales Company -- to maintain and use a four-story covered bridge or passageway connecting the premises at 2301 -- 2309 South Michigan Avenue with the premises at 2300 -- 2308 South Indiana Avenue;

DePaul University -- to maintain and use three utility pipes under the public way adjacent to its premises at 25 East Jackson Boulevard;

R. R. Donnelley & Sons Company -- to maintain and use an existing pedestrian tunnel south of South Calumet Avenue near East 21st Street, connecting the Calumet Plant building with the West Plant building;

Doral Plaza -- to maintain and use subsurface vaults under the public way of upper level North Michigan Avenue for parking of vehicles;

Federal Reserve Bank of Chicago -- to maintain and use a subsurface vaulted area under and along West Jackson Boulevard, between South LaSalle and South Wells Streets adjacent to its premises at 230 South LaSalle Street for use as a walkway;

Hilton Hotels Corporation -- to maintain and use subsurface vaults adjacent to its premises at 720 South Michigan Avenue;

Illinois Bell Telephone Company -- to construct, maintain and use conduits attached to the building or structure at 520 South Federal Street and to maintain and use two manholes and a cast iron conduit under and across North Franklin and West Washington Streets, a Commonwealth Edison service vault under a portion of South Kedzie Avenue and a tunnel under and across the public alleys connecting the premises at 208 West Washington Street with the premises at 225 West Randolph Street;

Investment Properties Associates -- to maintain and use a water intake pipe and a water discharge pipe under and across the lower level of East Wacker Drive, connecting the



Stone Container Building located at 360 North Michigan Avenue with the Chicago River;

Investment Properties Associates -- to maintain and use a passageway and stairway under that portion of the sidewalk area in North State Street, near the north entrance to the premises at 16 North State Street.

Larrabee-Dickens Corporation -- to construct, maintain and use five balcony projections over the public way adjacent to the premises at 357 -- 367 North Canal Street.

LaSalle National Bank, under Trust No. 20770 -- to install, maintain and use an air intake duct over the public way attached to the building at 110 North Franklin Street.

Loop Synagogue -- to construct, maintain and operate two ornamental light poles in the public way adjacent to the premises at 16 South Clark Street.

Lyona Savings & Loan, under Trust No. 261 -- to install, maintain and use a grease trap sample basin adjacent to the premises at 633 South Plymouth Court.

Palmer House Company -- to maintain and use subsurface vaults, adjacent to its premises at 27 East Monroe Street for use as restrooms, offices and storage space.

Park Place Associates -- to construct, maintain and use a guard rail, pedestrian tunnel, vaulted sidewalk space and caisson bells in the public way adjacent to the premises at 150 North Michigan Avenue.

Mr. Usha D. Patel, doing business as Swami Limited -- to construct, maintain and operate a juice bar adjacent to the subsurface Metra terminal at 151 North Michigan Avenue.

Sara Creek Property Company B.U. -- to maintain and use vaulted sidewalk space adjacent to its premises at 332 South Michigan Avenue.

State Building Venture -- to install, maintain and use a sample basin adjacent to the premises at 100 West Randolph Street.

West Bank Atrium Limited Partnership -- to maintain and use a portion of the public way in the rear of the building at 311 North Desplaines Street for the housing of a H.V.A.C. unit and steel chimney.

F. W. Woolworth Company -- to maintain and use a vault adjacent to the premises at 20 -- 24 North State Street.

F. W. Woolworth Company -- to maintain and use the subway station entrance and vaults on and under the public way adjacent to the premises at 211 -- 227 South State Street; and

25 East Washington Associates, as agent for LaSalle National Bank, under Trust 104096 -- to maintain and use subsurface space adjacent to the premises at 25 East Washington Street.

70 East Lake Limited Partnership -- to construct and maintain a four sided kiosk in the public way at the intersection of North Garland Court and East Lake Street.

---

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS  
OF SPECIFIED PUBLIC WAYS FOR  
VARIOUS PURPOSES.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the applicants named, as noted, to close to traffic certain public ways for the purposes specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Bright Electrical Supply Company, c/o Mr. Irv Veit -- to close to traffic that part of West Gladys Avenue, between North Desplaines Street and the first alley west thereof, in conjunction with the 80th anniversary celebration of Bright Electrical Supply Company during the period extending September 21 through September 23, 1989; and

Saint Jerome Croatian Catholic Parish -- to close to traffic a portion of South Princeton Avenue in conjunction with the Saint Jerome annual Assumption Day celebration, which is to be conducted on parish grounds on Tuesday, August 15, 1989.

---

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS  
OF SPECIFIED PUBLIC WAYS FOR  
VARIOUS PURPOSES.

Also, six proposed orders directing the Commissioner of Public Works to grant permission to the applicants named, as noted, to close to traffic certain public ways for the purposes specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Berghoff Restaurant -- to close that part of West Adams Street, between South Dearborn Street and South State Street, in conjunction with the 5th Annual Oktoberfest for the period extending September 12 through September 17, 1989;

Chicago Sun-Times Triathlon, c/o Mr. Thomas Cooney -- to close that part of upper Wacker Drive, between North Michigan Avenue and upper Columbus Drive, in conjunction with the 1989 Chicago Sun-Times Triathlon to be held on Sunday, August 20, 1989;

Mr. Peter Mowbray/Mowbray Sports International -- to close that part of Upper Wacker Drive, between North Stetson Avenue and the cul-de-sac and that part of the west access ramp, between North Lake Shore Drive and upper Wacker Drive, in conjunction with the Chicago Regatta to be held on Saturday, September 16, 1989;

Manufacturers Hanover -- to close that part of East Congress Drive, between South Michigan Avenue and South Columbus Drive and that part of South Columbus Drive, between East Balbo Drive and East Jackson Boulevard, for two foot races to be held on Thursday, August 3, 1989;

Mr. Ken Price/Palmer House -- to close the second lane north of the south curb lane of East Monroe Street, between State Street and Wabash Avenue, for the 118th anniversary celebration of the Palmer House to be held on Wednesday, September 6, 1989; and

Our Lady of Pompeii School -- to close that part of West Lexington Street, between 1218 and 1224, during specified hours on all school days for school purposes.

---

***Referred* -- ISSUANCE OF PERMITS TO CONSTRUCT AND  
MAINTAIN CANOPIES AT SPECIFIED LOCATIONS.**

Also, six proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the construction, maintenance and use of canopies attached or to be attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Eddie Bauer, Incorporated -- to maintain and use one canopy attached to the building or structure at 123 North Wabash Avenue;

Choices Bar & Grill, Incorporated -- to construct, maintain and use one canopy to be attached to the building or structure at 230 North Michigan Avenue;

Matanky Realty Group -- to maintain and use one canopy attached to the building or structure at 310 South Peoria Street;

Meyers Asset Management, Incorporated -- to maintain and use seven canopies attached to the building or structure at 203 North Wabash Avenue;

Rosebud Cafe -- to maintain and use one canopy attached to the building or structure at 1500 West Taylor Street; and

West Loop Associated Limited Partnership -- to maintain and use one canopy attached to the building or structure at 641 -- 649 West Fulton Street.

---

*Referred* -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD  
AT 2301 NORTH MICHIGAN AVENUE.

Also, 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 2301 North Michigan Avenue for City Chevrolet, which was *Referred to the Committee on Zoning*.

---

Presented By

**ALDERMAN RUSH (2nd Ward):**

PORTION OF EAST 38TH STREET TO RECEIVE HONORARY  
DESIGNATION OF "REVEREND E. R. WILLIAMS,  
SR. DRIVE".

A proposed ordinance reading as follows:

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

SECTION 1. That East 38th Street, between South Dr. Martin Luther King, Jr. Drive and South Indiana Avenue is hereby honorarily designated "Reverend E. R. Williams, Sr. Drive".

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

Alderman Rush 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 Rush, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

---

*Referred* -- REPEAL OF ORDINANCE WHICH ESTABLISHED  
TAXICAB STAND 481 ON PORTION OF  
SOUTH PRAIRIE AVENUE.

Also, a proposed ordinance to repeal an ordinance passed by the City Council on December 23, 1973 (Council Journal page 7613) which established taxicab stand 481 on that part of South Prairie Avenue, along the west curb, from a point 20 feet south of the south building at East 43rd Street to a point 60 feet south thereof, which was *Referred to the Committee on Local Transportation*.

---

*Referred* -- PORTION OF SOUTH CALUMET AVENUE TO  
RECEIVE HONORARY DESIGNATION OF  
"CARRIE TATE PLACE".

Also, a proposed ordinance to designate that part of South Calumet Avenue, between East 37th Street and East 38th Street as "Carrie Tate Place", which was *Referred to the Committee on Streets and Alleys*.

---

*Referred* -- REPEAL OF ORDINANCE WHICH DESIGNATED  
PORTION OF EAST 38TH STREET AS  
"CARRIE TATE PLACE".

Also, a proposed ordinance to repeal an ordinance passed by the City Council on July 13, 1988 (Council Journal page 15462) which designated that part of East 38th Street, between

South Dr. Martin Luther King Jr., Drive and South Indiana Avenue as "Carrie Tate Place", which was *Referred to the Committee on Streets and Alleys.*

---

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF SOUTH INDIANA AVENUE FOR INDIANA  
PENTECOSTAL CHURCH TASTE  
FESTIVAL.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Indiana Avenue Pentecostal Church of God to close to traffic the innermost lane on the west side of South Indiana Avenue, between East 35th and East 36th Streets in conjunction with the Indiana Pentecostal Church Taste Fest which is to be conducted on church grounds on Sunday, September 9, 1989, which was *Referred to the Committee on Beautification and Recreation.*

---

*Referred* -- ISSUANCE OF PERMIT TO HOLD CARNIVAL AND/OR  
STREET FAIR ON PORTION OF SOUTH KING DRIVE.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Mr. Thomas Gray to hold a carnival and/or street fair on that part of South King Drive, between East 32nd Street and East 35th Street for the period extending September 7 through September 10, 1989, which was *Referred to the Committee on Beautification and Recreation.*

---

*Referred* -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO  
PROVIDE STATUS REPORT ON CITY'S EFFORTS TO  
ENSURE SIDEWALK AND CURB ACCESSIBILITY  
TO HANDICAPPED AND DISABLED  
PERSONS.

Also, a proposed resolution requesting the Commissioner of Public Works to appear before the Committee on Streets and Alleys to provide a status report on the city's efforts to ensure that sidewalks and curbs are accessible to the handicapped and disabled, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN T. EVANS (4th Ward):

BUILDING DECLARED PUBLIC NUISANCE AND  
ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 816 East 42nd 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 816 East 42nd Street is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

---

PERMISSION TO HOLD HYDE PARK NEIGHBORHOOD  
CLUB FLEA MARKET ON PORTION OF  
OLD LAKE PARK AVENUE.

Also, a proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Irene Smith, 5480 South Kenwood Avenue for the conduct of the Hyde Park Neighborhood Club Flea Market on Old Lake Park Avenue (west side) from East 53rd Street to East 54th Street, 10:00 A.M. Saturday, September 16, 1989 through 10:00 P.M. Sunday, September 17, 1989.

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

*Yeas* – Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* – None.

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

---

PERMISSION TO HOLD NEIGHBORHOOD YARD SALE ON  
PORTION OF EAST ROCHDALE PLACE.

Also, a proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Vanessa Thomas, 1420 East Rochdale Place for the conduct of a neighborhood yard sale on East Rochdale Place, from South Dorchester Avenue to South Blackstone Avenue on September 16, 1989 during the hours of 9:00 A.M. until 3:00 P.M.

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



*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

---

PERMISSION TO HOLD NEIGHBORHOOD SIDEWALK SALE ON  
PORTIONS OF SOUTH COTTAGE GROVE AVENUE  
AND EAST 53RD STREET.

Also, a proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Sherry West for the conduct of the neighborhood sidewalk sale on South Cottage Grove Avenue (using sidewalk only) from East 52nd Street to East 53rd Street; East 53rd Street (using sidewalk only) from South Maryland Avenue to South Cottage Grove Avenue on Saturday, September 30, 1989 during the hours of 8:00 A.M. to 6:00 P.M.; Sunday, October 1, 1989 during the hours of 8:00 A.M. until 6:00 P.M.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

*Referred* -- GRANT OF PRIVILEGE TO KENNICOTT PLACE  
ASSOCIATES LIMITED PARTNERSHIP FOR USE  
OF PUBLIC WAY ADJACENT TO 4700 --  
4711 SOUTH WOODLAWN AVENUE.

Also, a proposed ordinance to grant permission and authority to Kennicott Place Associates Limited Partnership to use a portion of the public way adjacent to the premises at 4700 through 4711 South Woodlawn Avenue for fenced-in additions to the rear yard areas of the above noted single-family residences, which was *Referred to the Committee on Streets and Alleys*.

---

*Referred* -- PERMISSION TO HOLD OUTDOOR EVENTS  
AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed to hold the outdoor events noted below at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Mr. Doug Gills -- to hold the "Koco Annual Festival" on that part of South Drexel Boulevard, from East 47th Street to East 49th Street for the period extending August 19 through August 20, 1989;

Ms. Sherry West -- to hold a garage type sidewalk sale on both sides of East 53rd Street, from South Drexel Avenue to South Ingleside Avenue to be held on August 5, 1989; and

Ms. Sherry West -- to hold a sidewalk sale on that part of East 53rd Street, from South Cottage Grove Avenue to South Maryland Avenue to be held on September 9, 1989.

---

*Referred* -- ISSUANCE OF PERMITS TO CONSTRUCT AND  
MAINTAIN CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the construction, maintenance and use of canopies attached or to be attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Barclay Condominium Associates -- to maintain and use one canopy attached to the building or structure at 4940 South East End Avenue; and

Irmco Properties and Management Corporation -- to construct, maintain and use thirteen canopies to be attached to the building or structure at 5254 South Dorchester Avenue.

---

Presented By

**ALDERMAN BLOOM (5th Ward):**

*Referred* -- **WAIVER OF ALL CITY PERMIT AND LICENSE  
FEES FOR YEAR 1990 IN ASSOCIATION WITH  
UNIVERSITY OF CHICAGO HOSPITALS.**

A proposed ordinance directing various city departments to waive all city fees and charges for the year 1990 relating to the erection and maintenance of hospital and other buildings and fuel storage facilities located in the area bounded by East 58th Street on the north, South Ellis Avenue on the east, East 59th Street on the south and South Cottage Grove Avenue on the west, all in association with the University of Chicago Hospitals, which was *Referred to the Committee on Finance*.

---

*Referred* -- **GRANTS OF PRIVILEGE TO SUNDRY  
APPLICANTS FOR VARIOUS PURPOSES.**

Also, five 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 Theological Seminary -- to maintain and use a three level ornamental bridge over and across the public alley in the block bounded by East 57th Street, East 58th Street, South University Avenue and South Woodlawn Avenue;

Chicago Theological Seminary -- to maintain and use one steam line and one condensate return line encased in a concrete trench to be placed under and across South Woodlawn Avenue at East 58th Street;

University of Chicago -- to maintain and use a subsurface vault under South Ellis Avenue in front of its premises at 5604 -- 5626 South Ellis Avenue;

University of Chicago -- to maintain and use a steam tunnel under the sidewalk on the west side of South Ellis Avenue, between East 58th Street and East 59th Street, connecting the Argonne Cancer Research Hospital with the existing tunnel crossing on South Ellis Avenue; and

University of Chicago -- to maintain and use a cast iron conduit under and across East 57th Street for conveying steam between the buildings of the university located on both sides of East 57th Street.

---

***Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF EAST 59TH STREET FOR UNIVERSITY OF  
CHICAGO WOMEN'S BOARD MEETING.**

Also, a proposed order directing the Commissioner of Public Works to grant permission to the University of Chicago Women's Board to close to traffic that part of East 59th Street, between South Woodlawn Avenue and South Kimbark Avenue, in conjunction with a meeting to be held on Tuesday, August 29, 1989, which was *Referred to the Committee on Beautification and Recreation*.

---

***Referred* -- ISSUANCE OF PERMIT TO OPERATE NEWSSTAND  
AT EAST 71ST STREET AND SOUTH STONY  
ISLAND AVENUE.**

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Mr. Roye Crosby for the operation of a newsstand on the northeast corner of East 71st Street and South Stony Island Avenue on a daily basis, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN STEELE (6th Ward):

*Referred* -- PERMISSION TO HOLD SIDEWALK SALES  
ON PORTIONS OF SPECIFIED PUBLIC WAYS.

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:

Mr. James Jackson -- to hold a sidewalk sale at 7422 South Cottage Grove Avenue for the periods extending September 16 through September 17, 1989 and September 23 through September 24, 1989; and

Mr. Idris Muhammed -- to hold a sidewalk sale at 614 -- 626 East 71st Street for the period extending September 1 through September 3, 1989.

---

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF SOUTH LANGLEY AVENUE FOR  
SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Saint Joachim School to close to traffic that part of South Langley Avenue, from 8900 to 9000, for the school year extending September, 1989 through June, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN BEAVERS (7th Ward):

*Referred* - APPROVAL OF PLAT OF STANLEY CIESIOLKIEWICZ  
RESUBDIVISION ON NORTHEAST CORNER OF SOUTH  
BURNHAM AVENUE AND EAST 84TH STREET.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Stanley Ciesiolkiewicz Resubdivision located at the northeast corner of South Burnham Avenue and East 84th Street, which was *Referred to the Committee on Streets and Alleys*.

---

*Referred* - PERMISSION TO HOLD SOUTH CHICAGO SUMMERFEST ON  
PORTION OF SOUTH CHICAGO AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Neil Bosanko to hold the annual South Chicago Summerfest on that part of South Commercial Avenue, from 9000 to 9100, for the period extending September 15 through September 17, 1989, which was *Referred to the Committee on Beautification and Recreation*.

---

*Referred* - ISSUANCE OF PERMIT TO OPERATE NEWSSTAND  
ON SOUTHEAST CORNER OF WEST 75TH STREET  
AND SOUTH EXCHANGE AVENUE.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Mr. Stanley Bell for the operation of a newsstand on the southeast corner of West 75th Street and South Exchange Avenue, Monday through Saturday, which was *Referred to the Committee on Streets and Alleys*.

*Referred* -- COMMITTEE ON POLICE, FIRE AND MUNICIPAL  
INSTITUTIONS URGED TO HOLD HEARINGS ON  
RECENT SHOOTING INCIDENT AT  
7855 SOUTH KINGSTON  
AVENUE.

Also, a proposed resolution urging the Committee on Police, Fire and Municipal Institutions to hold hearings on the shooting of Mr. Leonard Bannister at 7855 South Kingston Avenue and requesting the Superintendent of Police and all police personnel present during and after the incident to give complete testimony as to the events which occurred, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

---

Presented By

ALDERMAN CALDWELL (8th Ward):

*Referred* -- PERMISSION TO HOLD SIDEWALK SALES  
ON SPECIFIED PUBLIC WAYS.

Three proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed below to hold sidewalk sales at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Mr. Lester Johnson -- to hold the Business Association's fall sidewalk sale on that part of East 87th Street, from 1500 to 1800, for the period extending September 28 through October 1, 1989;

Mr. Michael A. Pomorski/Saxon Home Decorating -- to hold a summer sidewalk sale in front of 8915 South Stony Island Avenue for the period extending September 1, 2, 3, 9, 10, 16 and 17, 1989; and

Saxon Paint -- to hold a sidewalk sale on that part of South Stony Island Avenue, from 8915 to 8935, for the period extending July 28 through July 30, 1989.

*Referred* -- PERMISSION TO HOLD NEIGHBORHOOD  
FESTIVAL AND CARNIVAL ON PORTION  
OF SOUTH WOODLAWN AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Greater Grand Crossing Organizing Committee to hold the seventh annual neighborhood festival and carnival on that part of South Woodlawn Avenue, from East 101st Street to East 103rd Street, for the period extending August 18 through August 20, 1989, which was *Referred to the Committee on Beautification and Recreation.*

---

Presented By

ALDERMAN SHAW (9th Ward),  
ALDERMAN STREETER (17th Ward)  
And OTHERS:

COMMITTEE ON POLICE, FIRE AND MUNICIPAL INSTITUTIONS  
URGED TO INVESTIGATE CHARGES OF ALLEGED  
POLICE BRUTALITY.

A proposed resolution, presented by Aldermen Shaw, Streeter, Rush, Tillman, T. Evans, Steele, Caldwell, Carter, Langford, Jones, J. Evans, Davis, Figueroa, Giles and Shiller, reading as follows:

WHEREAS, It is alleged that on August 15, 1989, two Chicago police officers accosted two black teenagers without cause; and

WHEREAS, It is alleged that these police officers abandoned these teenagers in a neighborhood which is far from their neighborhood; now, therefore,

*Be It Resolved*, That the Committee on Police, Fire and Municipal Institutions is hereby memorialized to cause an investigation of alleged police brutality in the City of Chicago; and

*Be It Further Resolved*, That the Superintendent of Police of the City of Chicago is hereby ordered to produce all records involving police brutality over the last six months.

Alderman Shaw 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 Shaw, seconded by Aldermen Jones, Caldwell, Eisendrath, Henry, Tillman, J. Evans, Davis, Langford, Beavers and Carter, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

---

Presented By

**ALDERMAN VRDOLYAK (10th 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 south 155 feet of the first north-south 20-foot public alley east of South Torrence Avenue and providing for the dedication of an east-west 20-foot public alley running west to South Torrence Avenue from the north terminus of the north-south alley to be vacated for Kishan Chand (No. 7-10-89-1399); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Vrdolyak 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 Vrdolyak, the foregoing proposed order was *Passed*.

*Referred* – PERMISSION TO ERECT BICYCLE RACK  
IN PARKWAY ADJACENT TO 13303 SOUTH  
BALTIMORE AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Hegewisch Youth Center to erect a bicycle rack in the parkway adjacent to its premises at 13303 South Baltimore Avenue, which *was Referred to the Committee on Streets and Alleys.*

---

Presented By

**ALDERMAN HUELS (11th Ward):**

**DRAFTING OF ORDINANCES FOR VACATION OF  
SPECIFIED PUBLIC WAYS.**

Two proposed orders reading as follows (the italic heading in each case not being a part of the order):

*Portion Of Public Alleys Bounded By Adlai E. Stevenson  
Expressway, West 26th Street, South Halsted Street  
and South Emerald Avenue.*

*Ordered.* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the south 48 feet of the north-south 14-foot public alley in the area bounded by the south right-of-way line of the Adlai E. Stevenson Expressway, West 26th Street, South Halsted Street and South Emerald Avenue for Lake Side Bank, as Trustee, Trust No. 10-1408 (No. 28-11-89-1389); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

*Portion Of South Green Street And Specified  
Public Alleys.*

*Ordered.* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the south 111.4 feet, more or less, of South Green Street lying north of South Archer Avenue; together with all of the remaining public alleys in the block bounded by vacated West 25th Street, South Archer Avenue, vacated South Green Street and South Halsted Street for the Department of Public Works (No. 29-11-88-1265); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Huels moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon each of the foregoing proposed orders. The motion *Prevailed*.

On motion of Alderman Huels, the foregoing proposed orders were *Passed*.

---

DRAFTING OF ORDINANCES FOR OPENING OF SPECIFIED  
PUBLIC WAYS.

Also, two proposed orders reading as follows (the italic heading in each case not being a part of the order):

*Northeast Corner Of South Archer Avenue And South  
Halsted Street.*

*Ordered.* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the opening of a triangular area at the northeast corner of South Archer Avenue and South Halsted Street for the City of Chicago (Department of Public Works) (No. 28-11-89-1319); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

---

*Southeast Corner Of South Archer Avenue and South  
Halsted Street.*

*Ordered.* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the opening of a triangular area at the southwest corner of the intersection of South Archer Avenue and South Halsted Street for the City of Chicago (Department of

Public Works) (No. 29-11-89-1320 ); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Huels moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon each of the foregoing proposed orders. The motion *Prevailed*.

On motion of Alderman Huels, the foregoing proposed orders were *Passed*.

---

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF SOUTH HERMITAGE AVENUE FOR  
OUR LADY OF GOOD COUNSEL  
CHURCH CARNIVAL.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Our Lady of Good Counsel Church to close to traffic that part of South Hermitage Avenue, between West 35th and West 36th Streets, in conjunction with a carnival to be conducted on parish grounds for the period extending September 4 through September 10, 1989, which was *Referred to the Committee on Beautification and Recreation*.

---

*Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTION OF SOUTH HALSTED STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Halsted Street Businessmen's Association, c/o Ms. Shirley Yankes, to hold a sidewalk sale on both sides of South Halsted Street, in the 3400 through 3500 blocks, for the period extending August 3 through August 6, 1989, which was *Referred to the Committee on Beautification and Recreation*.

---

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF WEST 32ND STREET FOR SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Bridgeport Catholic Academy, c/o Mr. Jack Percival, to close to traffic that part of West 32nd Street, between South Aberdeen and South Morgan Streets on all school days during the 1989 - 1990 school year, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN FARY (12th Ward):

DRAFTING OF ORDINANCES FOR VACATION OF SPECIFIED  
PUBLIC WAYS.

Two proposed orders reading as follows (the italic heading in each case not being a part of the order):

*Portion Of West 35th Place And Specified Public Alleys.*

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of West 35th Place lying between the west line of South Leavitt Street and the southeasterly right-of-way line of the Gulf, Mobil and Ohio Railroad, also all of the public alleys in the area bounded by the Gulf, Mobil and Ohio Railroad, vacated South Bell Avenue, South Archer Avenue and South Leavitt Street for the City of Chicago (Department of Public Works) (No. 31-12-88-1266); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

---

*Portion Of West 49th Street.*

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of that part of West 49th Street, between South Oakley Avenue and the west line of Conrail right-of-way for the City of Chicago (Department of Public Works) (No. 7-12-88-1272); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Fary moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon each of the foregoing proposed orders. The motion *Prevailed*.

On motion of Alderman Fary, the foregoing proposed orders were *Passed*.

DRAFTING OF ORDINANCE FOR VACATION OF OPENING  
OF SPECIFIED AREA AT NORTHEAST CORNER  
OF SOUTH LEAVITT STREET AND  
SOUTH ARCHER AVENUE.

Also, a proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of an opening of a triangular area at the northeast corner of South Leavitt Street and South Archer Avenue for the City of Chicago (Department of Public Works) (No. 31-12-89-1321); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Fary 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 Fary, the foregoing proposed order was *Passed*.

---

*Referred* - PERMISSION TO HOLD OUTDOOR EVENTS AT  
SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed to hold the outdoor events noted below at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Ms. Karen Marie Smith - to hold a "Harvest Fest 1989" fair and carnival on that part of South Western Boulevard, from South Archer Avenue to West 39th Street for the period extending September 11 through September 18, 1989; and

Mr. Jim Volin - to hold the Saint Joseph and Saint Anne Parish festival on that part of West 38th Place, from 2740 to 2800 for the period extending September 8 through September 10, 1989.

Presented By

**ALDERMAN MADRZYK (13th Ward):**

**DRAFTING OF ORDINANCE FOR VACATION OF SPECIFIED  
AREA ON NORTHWEST CORNER OF WEST 66TH  
STREET AND SOUTH KEATING AVENUE.**

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the proposed plat of Bannes Resubdivision located at the northwest corner of West 66th Street and South Keating Avenue having a frontage of 73.71 feet along South Keating Avenue and 125.34 feet along West 66th Street for Alfred Bannes (No. 22-13-89-1364); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Madrzyk 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 Madrzyk, the foregoing proposed order was *Passed*.

---

Presented By

**ALDERMAN BURKE (14th Ward):**

**DRAFTING OF ORDINANCE FOR VACATION 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 north 100 feet of the north-south 16-foot public alleys in the area bounded by South Artesian Avenue, South Western Avenue, the south right-of-way line of the Chicago and Grand Trunk Railroad and West 50th Street, also the north 150 feet of the north-south 16-foot public alley in the area bounded by South Campbell Avenue, South Artesian Avenue, the south right-of-way line of the Chicago and Grand Trunk Railroad and West 50th Street for the City of Chicago (Department of Public Works) (No. 12-14-88-1271); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Burke 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 Burke, the foregoing proposed order was *Passed*.

---

***Referred* -- GRANT OF PRIVILEGE TO CATHOLIC BISHOP OF  
CHICAGO TO MAINTAIN AND USE PEDESTRIAN BRIDGE/  
PASSAGEWAY AND CONDUIT ABOVE PORTION OF  
SPECIFIED PUBLIC ALLEY.**

Also, a proposed ordinance to grant permission and authority to the Catholic Bishop of Chicago to maintain and use a one-story covered pedestrian bridge or passageway and conduit over and across the public alley north of West Garfield Boulevard at South Honore Street, which was *Referred to the Committee on Streets and Alleys*.

---

***Referred* -- EXEMPTION OF SPECIFIED APPLICANTS FROM  
PHYSICAL BARRIER REQUIREMENTS PERTAINING TO  
ALLEY ACCESSIBILITY.**

Also, two proposed ordinances exempting the applicants listed below from the physical barrier requirements pertaining to alley accessibility, pursuant to the provisions of Municipal Code Chapter 33, Section 33-19.1, which were *Referred to the Committee on Streets and Alleys*, as follows:

Blue Condor's Pleasure Club -- for the parking facility adjacent to 5118 South Western Avenue; and

Otto Stransky and Sons Funeral Home -- for the parking facility adjacent to 5112 South Western Avenue.



*Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTIONS OF SOUTH ASHLAND AVENUE AND  
WEST 47TH STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Back of the Yards Businessmen's Association to hold sidewalk sales on both sides of South Ashland Avenue, between West 44th Street and West 49th Street and on both sides of West 47th Street, between South Damen Avenue and South Loomis Street, for the period extending August 24 through August 27, 1989, which was *Referred to the Committee on Beautification and Recreation.*

---

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF  
SOUTH WESTERN BOULEVARD FOR CHICAGO  
ETHNIC FAIR/CARNIVAL.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Chicago Ethnic Fair, Incorporated, c/o Ms. Nadine Zapolsky, to close to traffic that part of South Western Boulevard, from 5100 to 5500 and to allow for use of the sidewalks on the east side of South Western Boulevard and South Western Avenue, in conjunction with the Chicago Ethnic Fair/Carnival for the period extending August 2 through August 7, 1989, which was *Referred to the Committee on Special Events and Cultural Affairs.*

---

Presented By

**ALDERMAN CARTER (15th Ward):**

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF  
WEST 53RD STREET FOR SCHOOL PURPOSES.

A proposed order directing the Commissioner of Public Works to grant permission to Arthur A. Libby Elementary School to close to traffic that part of West 53rd Street, between South Loomis and South Bishop Streets on all school days during the 1989 -- 1990 school year, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred* -- ISSUANCE OF PERMIT TO OPERATE NEWSSTAND  
ON SOUTHEAST CORNER OF WEST 59TH STREET  
AND SOUTH DAMEN AVENUE.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Mr. Tony E. Stevenson for the operation of a newsstand on the southeast corner of West 59th Street and South Damen Avenue on a daily basis, which was *Referred to the Committee on Streets and Alleys*.

---

Presented By

ALDERMAN LANGFORD (16th Ward):

*Referred* -- PERMISSION TO HOLD ENGLEWOOD BUSINESSMEN'S  
ASSOCIATION SIDEWALK SALE ON PORTIONS OF  
SOUTH HALSTED STREET AND WEST  
63RD STREET.

A proposed order directing the Commissioner of Public Works to grant permission to Ms. Audrey Drew to hold the Englewood Businessmen's Association sidewalk sale on that part of South Halsted Street, from 6200 to 6500 and on that part of West 63rd Street, from 700 to 900 for the period extending August 3 through August 5, 1989, which was *Referred to the Committee on Beautification and Recreation*.

---

Presented By

ALDERMAN KELLAM (18th Ward):

*Referred* -- ISSUANCE OF PERMITS TO OPERATE NEWSSTANDS  
AT SPECIFIED LOCATIONS.

Two proposed orders directing the Commissioner of Public Works to issue permits to the applicants listed below for the operation of newsstands at the locations specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Mr. and Mrs. Otley Caldwell -- to operate newsstands at the northeast corner of South Damen Avenue and West 87th Street and at the southeast corner of South Ashland Avenue and West 79th Street; and

Mr. Eddie Gaddis -- to operate a newsstand at the southeast corner of West 79th Street and South Ashland Avenue.

---

Presented By

**ALDERMAN SHEAHAN (19th Ward):**

*Referred* -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING  
CANOPIES AT SPECIFIED LOCATIONS.

A proposed order directing the Commissioner of General Services to issue a permit to Evergreen Plaza Associates for the maintenance and use of existing canopies attached to the buildings or structures at 2343 West 95th Street and 9501 South Western Avenue, which was *Referred to the Committee on Streets and Alleys.*

---

*Referred* -- ESTABLISHMENT OF DEPRESSED CURBING ON  
PORTION OF WEST 103RD STREET.

Also, a proposed order directing the Commissioner of Public Works to consider the establishment of depressed curbing on the north crosswalk of West 103rd Street, at South Hamlin Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented By

**ALDERMAN J. EVANS (21st Ward):**

*Referred* -- INSTALLATION OF ALLEY LIGHT BEHIND  
9944 SOUTH WINSTON AVENUE.

A proposed order directing the Commissioner of Public Works to install an alley light behind the premises at 9944 South Winston Avenue, which was *Referred to the Committee on Finance*.

---

*Referred* -- ISSUANCE OF PERMIT TO OPERATE NEWSSTAND  
ON SOUTHWEST CORNER OF WEST 99TH STREET  
AND SOUTH HALSTED STREET.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Mr. Melvin Phillips for the operation of a newsstand on the southwest corner of West 99th Street and South Halsted Street, Monday through Saturday, which was *Referred to the Committee on Streets and Alleys*.

---

Presented By

**ALDERMAN GARCIA (22nd Ward):**

DRAFTING OF ORDINANCE FOR VACATION OF PORTION  
OF SOUTH MILLARD AVENUE.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the south 174.17 feet of South Millard Avenue north of the center line of the west fork of the south branch of the Old Chicago River for Meyer Street Drum, Incorporated (No. 32-22-89-1385); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Garcia moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman Garcia, the foregoing proposed order was *Passed*.

---

***Referred* – GRANT OF PRIVILEGE TO MR. JOSE L. VALENZUELA  
TO CONSTRUCT AND MAINTAIN FIRE ESCAPE AT  
2360 SOUTH SACRAMENTO AVENUE.**

Also, a proposed ordinance to grant permission and authority to Mr. Jose L. Valenzuela to construct, maintain and use a fire escape extending from the first floor to the third floor at the rear of the premises at 2360 South Sacramento Avenue, which was *Referred to the Committee on Streets and Alleys*.

---

***Referred* – PERMISSION TO HOLD SAINT CASIMIR PARISH  
FESTIVAL ON PORTION OF SOUTH  
ALBANY AVENUE.**

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Moses Martinez to hold the Saint Casimir Parish Festival on that part of South Albany Avenue, from West Cermak Road to West 23rd Street, for the period extending August 26 through August 27, 1989, which was *Referred to the Committee on Beautification and Recreation*.

---

***Referred* – ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD  
AT 3510 SOUTH KEDZIE AVENUE.**

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to White Way Sign Company for the erection of a sign/signboard at 3510 South Kedzie Avenue for La Preferida, Incorporated, which was *Referred to the Committee on Zoning*.

*Referred* - APPROVAL OF PROPERTIES AT 3201 SOUTH  
MILLARD AVENUE AND 3348 SOUTH PULASKI ROAD  
AS CLASS 6(b) AND ELIGIBILITY OF SAME  
FOR COOK COUNTY TAX INCENTIVES.

Also, two proposed resolutions to classify the properties at 3201 South Millard Avenue and 3348 South Pulaski Road, as eligible for Class 6(b) tax incentives under the Cook County Real Property Assessment Classification Ordinance, which were *Referred to the Committee on Finance*.

---

Presented By

**ALDERMAN KRISTYNIK (23rd Ward):**

*Referred* - GRANT OF PRIVILEGE TO UNION CARBIDE  
CORPORATION TO MAINTAIN TUNNEL ON PORTION  
OF WEST 65TH STREET.

A proposed ordinance to grant permission and authority to Union Carbide Corporation to maintain and use a tunnel under and across West 65th Street, near South Oak Park Avenue, which was *Referred to the Committee on Streets and Alleys*.

---

*Referred* - APPROVAL OF PLATS OF RESUBDIVISION AT  
SPECIFIED LOCATIONS.

Also, two proposed ordinances directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve the plats of resubdivision listed below for the locations specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Copernicus IV Resubdivision -- having a frontage along South Rutherford Avenue and located north of West 56th Street, for Marquette National Bank, Trust Number 8940;  
and

Mahoney's Resubdivision -- northwest corner of South Mulligan Avenue and West 52nd Street, having a frontage along West 52nd Street and South Mulligan Avenue.

*Referred* -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN  
AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed below to park the type of vehicle noted at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Raymond R. Buran -- to park a pickup truck and/or van in front of his residence at 5753 South Menard Avenue; and

Mr. Michael Fleury -- to park a pickup truck in front of his residence at 5356 South Meade Avenue.

---

Presented By

ALDERMAN HENRY (24th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF SPECIFIED  
PUBLIC WAYS.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of that part of South Kolmar Avenue lying between West Fifth Avenue and B. & O.C.T. Railroad and all of the east-west 16-foot public alley in the area bounded by West Fifth Avenue, the B. & O.C.T. Railroad, the Belt Railway and South Kolmar Avenue for Empire Hard Chrome, Incorporated (No. 15-24-89-1390); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Henry 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 Henry, the foregoing proposed order was *Passed*.

*Referred* – AMENDMENT OF MUNICIPAL CODE CHAPTER 193  
BY ADDING NEW SECTION 193-1.8 ALLOWING  
SEIZURE OF PROPERTY WHEREIN  
ILLEGAL SUBSTANCES  
ARE SOLD.

Also, a proposed ordinance to amend Chapter 193 of the Municipal Code by adding thereto a new section to be known as Section 193-1.8 which would allow the seizure and eventual resale of property wherein illegal substances are sold, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

---

*Referred* – GRANT OF PRIVILEGE TO UNITED BAPTIST CHURCH  
TO MAINTAIN HANDICAPPED ACCESS WALKWAY AT  
4220 WEST ROOSEVELT ROAD.

Also, a proposed ordinance to grant permission and authority to United Baptist Church to construct, maintain and use a handicapped access walkway adjacent to its premises at 4220 West Roosevelt Road, which was *Referred to the Committee on Streets and Alleys*.

---

Presented By

ALDERMAN SOLIZ (25th Ward):

*Referred* – REPEAL OF ORDINANCE WHICH ESTABLISHED  
TAXICAB STAND 292 ON PORTION OF WEST  
15TH PLACE.

A proposed ordinance to repeal the ordinance passed by the City Council on June 14, 1951 (Council Journal page 409) which established taxicab stand 292 on that part of West 15th Place, beginning at the east end of the entrance drive to Mount Sinai Hospital and extending east thereof, which was *Referred to the Committee on Local Transportation*.



*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS  
OF SPECIFIED PUBLIC WAYS FOR VARIOUS  
PURPOSES.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed below to close to traffic certain public ways for the purposes specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Reverend Michael Talavera/Christian Mission Church -- to close that part of West 19th Street, between South Paulina Street and South Marshfield Avenue for the conduct of a Christian Revival and "Say No To Drugs" event for the period extending September 1 through September 3, 1989; and

Saint Pius V Church -- to close that part of West 19th Street, between South Ashland Avenue and South Laflin Street for the safety of pedestrians in conjunction with a church bazaar for the period extending September 1 through September 3, 1989.

---

*Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTION OF WEST CERMAK ROAD.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Cermak Road Chamber of Commerce and Industry to hold a "Back to School Sidewalk Sale" on both sides of West Cermak Road, between South Damen Avenue and South Kedzie Avenue, for the period extending August 24 through August 27, 1989, which was *Referred to the Committee on Beautification and Recreation*.

---

*Referred* -- APPROVAL OF PROPERTY AT 2408 -- 2420 WEST  
OGDEN AVENUE AS CLASS 6(b) AND ELIGIBILITY  
OF SAME FOR COOK COUNTY  
TAX INCENTIVES.

Also, a proposed resolution to approve the property at 2408 -- 2420 West Ogden Avenue as appropriate for Class 6(b) tax incentives under the Cook County Real Property Assessment Classification Ordinance, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN GUTIERREZ (26th Ward):

*Referred* - AMENDMENT OF MUNICIPAL CODE CHAPTER 130 BY  
ADDING NEW SECTIONS REGULATING MANUFACTURE AND  
SALE OF FROZEN ICE CREAM, FROZEN ICE  
MILK, FROZEN YOGURT AND FROZEN  
DESSERTS IN RETAIL FOOD  
ESTABLISHMENTS.

A proposed ordinance to amend Chapter 130 of the Municipal Code by adding thereto new sections regulating the manufacture, storage and sale of frozen ice cream, frozen ice milk, frozen yogurt and frozen desserts in retail food establishments, which was *Referred to the Committee on License*.

---

*Referred* - GRANT OF PRIVILEGE TO MR. JOHN R. KRENGER  
TO OCCUPY PORTION OF PUBLIC WAY.

Also, a proposed ordinance to grant permission and authority to Mr. John R. Krenger to occupy a portion of the public way adjacent to the premises at 2265 West St. Paul Avenue, which was *Referred to the Committee on Streets and Alleys*.

---

*Referred* - PERMISSION TO HOLD OLD WICKER PARK  
GREENING FESTIVAL ON PORTIONS OF NORTH  
HOYNE AVENUE AND WEST  
SCHILLER STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Alice Prus for the conduct of the annual Old Wicker Park Greening Festival on that part of North Hoyne Avenue, from West Evergreen Avenue to West Pierce Avenue and on that part of West Schiller Street, from North Damen Avenue to North Hoyne Avenue for the period extending September 9 through September 10, 1989, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

**ALDERMAN GUTIERREZ (26th Ward) And  
ALDERMAN GABINSKI (32nd Ward):**

*Referred* -- PERMISSION TO HOLD SIDEWALK SALE  
ON PORTION OF NORTH MILWAUKEE AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to the Milwaukee Avenue Chamber of Commerce for the conduct of an annual sidewalk sale on that part of North Milwaukee Avenue, from West Division Street to West North Avenue for the period extending from August 3 through August 6, 1989, which was *Referred to the Committee on Beautification and Recreation.*

---

Presented By

**ALDERMAN GUTIERREZ (26th Ward) And OTHERS:**

*Referred* -- MAYOR RICHARD M. DALEY URGED TO COMMUNICATE  
CITY'S SENTIMENT FOR OPEN AND FREE ELECTION  
IN PUERTO RICO TO DETERMINE ITS  
POLITICAL STATUS.

A proposed resolution, presented by Aldermen Gutierrez, Bloom, T. Evans, Streeter, J. Evans, Garcia, E. Smith, Davis, Figueroa, Shiller and Orr, urging The Honorable Richard M. Daley to communicate to the United Nations Chicago's sentiment for an open and free election in Puerto Rico to determine its political status, said election to be overseen by an appropriate body of the United Nations Committee on De-colonization, which was *Referred to the Committee on Human Rights and Consumer Protection.*

Presented By

**ALDERMAN BUTLER (27th Ward):**

*Referred* – REPEAL OF ORDINANCES WHICH ESTABLISHED  
TAXICAB STAND 353 ON PORTION OF WEST  
MADISON STREET AND TAXICAB STAND  
477 ON PORTION OF WEST  
WINCHESTER AVENUE.

Two proposed ordinances to repeal ordinances passed by the City Council on July 11, 1957 and November 11, 1977, which established taxicab stand 353, on that portion of West Madison Street, along the north curb, from a point 20 feet west of the west line of North Ashland Avenue to a point 60 feet west thereof, and taxicab stand 477, on that portion of West Winchester Avenue, along the east curb, from a point 30 feet south of West Ogden Avenue to a point 80 feet south thereof, respectively, which were *Referred to the Committee on Local Transportation*.

---

*Referred* – GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS  
FOR VARIOUS PURPOSES.

Also, three proposed ordinances to grant permission and authority to the organizations listed for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Commonwealth Edison Company -- to maintain and use two security lighting poles in the public way adjacent to its premises at 2557 West Congress Parkway;

Frajoma, Incorporated -- to maintain and use a fuel-oil tank under the east- west public alley in the rear of its premises at 1542 -- 1566 West Carroll Avenue; and

213 -- 218 North Jefferson Partners -- to construct, maintain and use vaulted sidewalk space adjacent to its premises at 216 -- 218 North Jefferson Street.

*Referred* -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD  
AT 1758 WEST MADISON STREET.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Sterling Outdoor Advertising for the erection of a sign/signboard at 1758 West Madison Street for Red Top Parking, which was *Referred to the Committee on Zoning*.

---

Presented By

ALDERMAN E. SMITH (28th Ward):

*Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTION OF WEST MADISON STREET.

A proposed order directing the Commissioner of Public Works to grant permission to the West Side Small Business Development Corporation to hold a sidewalk sale on both sides of West Madison Street, between Keeler and Springfield Avenues, for the period extending August 17 through August 20, 1989, which was *Referred to the Committee on Beautification and Recreation*.

---

*Referred* -- PERMISSION TO HOLD H.S.I. NEIGHBORHOOD FUN  
FEST AND CARNIVAL ON PORTION OF SOUTH  
WOODWARD DRIVE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Habilitative Systems, Incorporated to hold the H.S.I. Neighborhood Fun Fest and Carnival on that part of South Woodward Drive, from West Jackson Boulevard to West Madison Street, for the period extending August 1 through August 7, 1989, which was *Referred to the Committee on Special Events and Cultural Affairs*.

*Referred* - ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD  
AT 5000 - 5048 WEST FLOURNOY STREET.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Universal Outdoor, Incorporated for the erection of a sign/signboard at 5000 -- 5048 West Flournoy Street for general business advertising, which was *Referred to the Committee on Zoning*.

---

Presented By

**ALDERMAN DAVIS (29th Ward):**

ILLINOIS DEPARTMENT OF PUBLIC HEALTH AND CATHOLIC  
CHARITIES OF CHICAGO URGED TO REACH  
AGREEMENT ON ADMINISTRATION OF  
MOTHERS AND CHILDREN'S  
NUTRITION PROGRAM  
(M.A.C.).

A proposed resolution reading as follows:

WHEREAS, The Mothers and Children's Nutrition Program which services over sixty thousand children and mothers in the City of Chicago who are low income; and

WHEREAS, For many of these families, this program constitutes their only real possibility of adequate nutrition at a very critical time in their lives; and this program is in serious jeopardy of being terminated or severely disrupted at the end of September 30, 1989, unless the Illinois Department of Public Health and Catholic Charities of Chicago can come to terms on the cost of administering this program; and

WHEREAS, The disruption or termination of this program would negatively impact over 60,000 of our neediest children and their mothers; now, therefore,

*Be It Resolved*, That the Mayor, Richard M. Daley and the Chicago City Council in meeting on this 13th day of September, 1989 do hereby urge the Illinois Department of Public Health and Catholic Charities of Chicago to reach an agreement so that these needy families may continue to have the opportunity to receive adequate nutrition; and

*Be It Further Resolved*, That an official copy of this resolution be immediately sent to the Illinois Department of Public Health and to Catholic Charities of Chicago.

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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

---

*Referred* -- PERMISSION FOR AUSTIN MESSIAH CHURCH AND  
TRANSFORMATION BIBLE CHURCH TO PURCHASE  
PARKING PERMITS FOR RESIDENTIAL PERMIT  
PARKING ZONE NINETEEN.

Also, a proposed ordinance to permit the members of the Austin Messiah Church, 5800 West Iowa Street, and The Transformation Bible Church, 5970 West Rice Street, to purchase parking permits for Residential Permit Parking Zone 19.

Alderman Davis moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed ordinance. The motion *Prevailed* by a viva voce vote.

After debate, Alderman Madrzyk then moved to refer the said proposed ordinance to the Committee on Traffic Control and Safety.

Alderman Davis moved to lay on the table Alderman Madrzyk's motion to refer.

The clerk called the roll and the motion to lay on the table failed to pass by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Steele, Streeter, J. Evans, E. Smith, Davis, Figueroa, Giles, Orr -- 11.

*Nays* -- Aldermen Roti, Bloom, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Kellam, Jones, Krystyniak, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, Schulter, M. Smith, Stone -- 27.

Alderman Madrzyk then renewed his motion to refer the said proposed ordinance to the Committee on Traffic Control and Safety. The motion *Prevailed* and the said proposed ordinance was *Referred to the Committee on Traffic Control and Safety* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Bloom, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Kellam, Jones, Krystyniak, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, Schulter, M. Smith, Stone -- 27.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Steele, Streeter, J. Evans, E. Smith, Davis, Figueroa, Giles, Orr -- 11.

---

***Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF WEST JACKSON BOULEVARD FOR "TASTE  
OF AUSTIN".**

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Cynthia Williams to close to traffic that part of West Jackson Boulevard, between North Central and North Menard Avenues, to conduct the "Taste of Austin" for the period extending from August 22 through August 28, 1989, which was *Referred to the Committee on Special Events and Cultural Affairs*.

---

***Referred* -- CITY COUNCIL URGED TO SUPPORT PROPOSED  
RESTRUCTURING OF ILLINOIS  
MEDICAID PROGRAM.**

Also, a proposed resolution urging the City Council to support a proposal drafted by the Illinois Department of Public Aid to restructure the current Medicaid Program in Illinois, which was *Referred to the Committee on Health*.



Presented By

**ALDERMAN HAGOPIAN (30th Ward):**

**CONGRATULATIONS AND TRIBUTE EXTENDED TO "THE  
GOLD STAR MOTHERS" FOR THEIR SERVICE  
AND DEDICATION TO WAR VETERANS.**

A proposed resolution reading as follows:

WHEREAS, On September 14, 1940, the late President Franklin D. Roosevelt issued a proclamation designating the last Sunday in September as the Gold Star Mothers Day; and

WHEREAS, The sons and daughters of the Gold Star Mothers have given their lives as the last full measure of devotion to our great nation in time of war and national crisis; and

WHEREAS, The Gold Star Mothers of our nation are the greatest source of our country's strength and inspiration; and

WHEREAS, The veterans of Chicago and the nation support and respect all Gold Star Mothers; and

WHEREAS, The City of Chicago shall perpetuate the memory of those whose lives were sacrificed in our wars; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council of the City of Chicago, gathered this thirteenth day of September, 1989, A.D., do hereby extend our congratulations and pay tribute to The Gold Star Mothers' untiring dedication and services rendered to our veterans; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to "The Gold Star Mothers" organization in Chicago.

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

On motion of Alderman Hagopian, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

At this point in the proceedings Alderman Hagopian called the council's attention to the presence of several members of The Gold Star Mothers including President of the Du Page Chapter, Ms. Derna L. Utter accompanied by Ms. Patricia Nowak, Mrs. Genevieve Rybica and Mrs. Helen Vanek.

---

Presented By

**ALDERMAN GABINSKI (32nd Ward):**

*Referred* - AMENDMENT OF MUNICIPAL CODE CHAPTER 37 BY  
ADDING NEW SECTION 37-18.1 TO EXEMPT HELIPORTS  
OWNED OR OPERATED BY NOT-FOR-PROFIT  
HOSPITALS FROM PAYMENT OF  
HELIPORT LICENSE FEE.

A proposed ordinance to amend Chapter 37 of the Municipal Code by adding thereto a new Section 37-18.1 exempting heliports owned or operated by not-for-profit hospitals from payment of the heliport license fee, which was *Referred to the Committee on Finance*.

---

*Referred* - GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS  
FOR VARIOUS PURPOSES.

Also, four 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 Title and Trust Company, as trustee under Trust 51661 -- to construct, maintain and use a portion of sidewalk space for merchant display purposes adjacent to its premises at 1717 North Ashland Avenue;

Assad and Laila Dawud -- to install, maintain and use a lint catch basin in the public way adjacent to its property at 1801 West North Avenue;

Superior Coffee and Foods -- to maintain and use a one-story covered bridge or passageway over and across the public alley between North Elston Avenue and North

Lister Avenue, connecting the premises at 2278 North Elston Avenue with the premises at 2249 North Lister Avenue; and

Transilwrap Company, Incorporated -- to maintain and use communication cables over the public way adjacent to its property at 2615 North Paulina Street.

---

***Referred* -- APPROVAL OF PLAT OF MC HUGH-BOWLES  
SUBDIVISION ON PORTION OF NORTH  
RACINE AVENUE.**

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of McHugh-Bowles Subdivision located on the east side of North Racine Avenue near North Milwaukee Avenue, which was *Referred to the Committee on Streets and Alleys*.

---

***Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTION OF NORTH MILWAUKEE AVENUE.**

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Old Milwaukee Avenue Chamber of Commerce to hold a sidewalk sale on both sides of North Milwaukee Avenue, between West Division Street and West North Avenue, for the period extending September 9 through September 10, 1989, which was *Referred to the Committee on Beautification and Recreation*.

---

***Referred* -- SUPPORT GIVEN TO VARIOUS NEIGHBORHOOD  
ORGANIZATIONS IN THEIR ENDEAVORS TO  
COMBAT DRUG AND GANG  
RELATED PROBLEMS.**

Also, a proposed resolution expressing the City Council's support of the Hamlin Park Neighbors, Roscoe Village Neighbors, South Lake View Neighbors and Mothers Against Gangs in their efforts to eliminate drug and gang related problems in the Hamlin Park neighborhood, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

Presented By

**ALDERMAN MELL (33rd Ward):**

*Referred -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTION OF NORTH KEDZIE AVENUE.*

A proposed order directing the Commissioner of Public Works to grant permission to Hygrade Paint to hold a sidewalk sale in front of 3545 North Kedzie Avenue for the period extending August 31 through September 2, 1989, which was *Referred to the Committee on Beautification and Recreation.*

---

Presented By

**ALDERMAN AUSTIN (34th Ward):**

*Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR  
SPECIAL POLICE EMPLOYED BY ROSELAND  
COMMUNITY HOSPITAL.*

A proposed ordinance requiring Roseland Community Hospital to pay a ten dollar license fee for each of the special police employed at 45 West 111th Street pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance.*

---

*Referred -- PERMISSION TO HOLD NEIGHBORHOOD YOUTH  
FESTIVAL ON PORTION OF SOUTH  
HALSTED STREET.*

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Mr. Sylvester Washington to hold a neighborhood youth festival/carnival on that part of South Halsted Street, between West 103rd Street and West 107th Street, for the period extending August 22 through August 28, 1989, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

**ALDERMAN KOTLARZ (35th Ward):**

*Referred -- PERMISSION TO HOLD FESTIVALS AT  
SPECIFIED LOCATIONS.*

Two proposed orders directing the Commissioner of Public Works to grant permission to Immaculate Heart of Mary Church to hold festivals at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

On that part of West Byron Street, from North Spaulding Avenue to North Christiana Avenue, for the period extending August 23 through August 27, 1989; and

On that part of North Spaulding Avenue, from West Grace Street to West Irving Park Road, for the period extending August 23 through August 27, 1989.

---

*Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING  
CANOPY AT 2957 NORTH PULASKI ROAD.*

Also, a proposed order directing the Commissioner of General Services to issue a permit to Mr. Nicklaus Bappert, doing business as Nick's Meat Market, to maintain and use a canopy attached to the building or structure at 2957 North Pulaski Road, which was *Referred to the Committee on Streets and Alleys*.

---

*Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/  
SIGNBOARD AT 4001 WEST IRVING  
PARK ROAD.*

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Target Media, Incorporated for the erection of a sign/signboard at 4001 West Irving Park Road for Mobil Oil Company, which was *Referred to the Committee on Zoning*.

Presented By

**ALDERMAN BANKS (36th Ward):**

*Referred* -- PERMISSION TO COVER SPECIFIED PARKWAYS  
ON PORTIONS OF WEST GRAND AVENUE  
WITH ASPHALT.

A proposed order directing the Commissioner of Public Works to grant permission to Jacobs' Twin Buick, Incorporated to cover with asphalt the parkways at 6749 and 6750 West Grand Avenue, which was *Referred to the Committee on Streets and Alleys*.

---

*Referred* -- ISSUANCE OF PERMIT TO ERECT SIGN/  
SIGNBOARD AT 6421 WEST  
FULLERTON AVENUE.

Also, 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 6421 West Fullerton Avenue for White GMC Trucks of Chicago, which was *Referred to the Committee on Zoning*.

---

Presented By

**ALDERMAN GILES (37th Ward):**

*Referred* -- APPROVAL OF PROPERTY AT 1401 NORTH CICERO  
AVENUE AS CLASS 6(b) AND ELIGIBILITY OF SAME  
FOR COOK COUNTY TAX INCENTIVES.

A proposed resolution to approve the property at 1401 North Cicero Avenue as appropriate for Class 6(b) tax incentives under the Cook County Real Property Assessment Classification Ordinance, which was *Referred to a Joint Committee composed of the members of the Committee on Economic Development and the members of the Committee on Finance*.

Presented By

ALDERMAN CULLERTON (38th Ward):

*Referred* -- GRANT OF PRIVILEGE TO CATHOLIC BISHOP OF CHICAGO FOR MAINTENANCE OF AIR-CONDITIONING SUPPLY SYSTEM.

A proposed ordinance to grant permission and authority to the Catholic Bishop of Chicago to maintain and use an air-conditioning supply system to provide air-conditioning between St. Bartholomew's Church located on the north side of West Addison Street and St. Bartholomew's Grammar School located on the south side of West Patterson Avenue, which was *Referred to the Committee on Streets and Alleys*.

---

*Referred* -- APPROVAL OF PLATS OF RESUBDIVISION ON PORTIONS OF SUNDRY STREETS.

Also, two proposed ordinances directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve the plats of resubdivision listed below for the locations specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

C. & R. Resubdivision -- at the southeast corner of West Warwick Avenue and North Leclaire Avenue; and

Resubdivision -- on the east side of North Mobile Avenue, near West Berteau Avenue.

---

*Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON PORTION OF NORTH AUSTIN AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Bruce & Ken Pharmacy to hold a sidewalk sale on the west side of North Austin Avenue, between West Irving Park Road and the first alley south thereof, on Saturday, August 26, 1989, which was *Referred to the Committee on Beautification and Recreation*.

*Referred* - PERMISSION TO CLOSE TO TRAFFIC  
PORTION OF SPECIFIED PUBLIC ALLEY  
FOR SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Saint Bartholomew School to close to traffic the east-west alley between West Addison Street and West Patterson Avenue, from North Lavergne Avenue to North Lamon Avenue, for school purposes, on all school days during the 1989 - 1990 school year, which was *Referred to the Committee on Traffic Control and Safety*.

---

Presented By

**ALDERMAN O'CONNOR (40th Ward):**

*Referred* - EXEMPTION OF PROPERTY AT 2650 - 2656 WEST  
MONTROSE AVENUE FROM PHYSICAL BARRIER  
REQUIREMENT PERTAINING TO  
ALLEY ACCESSIBILITY.

A proposed ordinance to exempt Mr. Carl H. Beil from the physical barrier requirement pertaining to alley accessibility for the parking facility at 2650 - 2656 West Montrose Avenue, pursuant to the provisions of Municipal Code Chapter 33, Section 33-19.1, which was *Referred to the Committee on Streets and Alleys*.

---

*Referred* - GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS  
FOR VARIOUS PURPOSES.

Also, 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:

Commercial National Bank of Chicago - to maintain and use a pipe trench adjacent to its premises at 4800 North Western Avenue for data communication conveyance purposes;



Swedish Covenant Hospital -- to maintain and use a pedestrian bridge above and across a portion of the public way connecting the hospital addition, convalescent care facility and medical building, with said bridge spanning diagonally across West Winona Street and located east of the center line of North California Avenue; and

Swedish Covenant Hospital -- to maintain and use a tunnel and three conduits on portions of the public way adjacent to its premises at 5100 North California Avenue which connects the hospital at 5145 North California Avenue with the nurses' home at 2745 West Winona Street for purposes of telephone communications and closed circuit television monitoring.

---

Presented By

**ALDERMAN PUCINSKI (41st Ward):**

**OCTOBER PROCLAIMED POLISH-AMERICAN HERITAGE  
MONTH IN CHICAGO.**

A proposed resolution reading as follows:

WHEREAS, Polish-Americans have shared with this nation their customs, culture and strong devotion to the principles of American democracy; and

WHEREAS, From Revolutionary War heroes such as Generals Kosciuszko and Pulaski through the hard working immigrants of the turn of the century to international men of goodwill, such as Pope John Paul II and Nobel Peace Prize winner Lech Walesa, we have come to know and respect the strength and spirit of Polish-Americans and Poles around the world; and

WHEREAS, Polish-Americans have added to the cultural, political and economic diversity of this nation; and

WHEREAS, The Polish-American community of Chicago, Illinois, and the nation must be recognized for their past and present accomplishments and for their wealth of contributions to our city, state and nation; and

WHEREAS, Former President Reagan declared through Public Law the national observance of Polish American Heritage Month in October; and

WHEREAS, Throughout the month of October people of all backgrounds will have many opportunities to learn about the Polish community through various exhibits, symposiums and other activities; and

WHEREAS, Chicago has the largest concentration of Poles in the nation and headquarters many Polish-American organizations; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council proclaim October as Polish-American Heritage Month in Chicago, in conjunction with national observances; and

*Be It Further Resolved*, That all Chicagoans are urged to participate in the activities that are planned for the month of October.

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

On motion of Alderman Pucinski, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

---

*Referred* -- APPROVAL OF PLAT OF CATALPA COURTS  
RESUBDIVISION AT NORTHWEST CORNER OF  
WEST CATALPA AVENUE AND NORTH  
CUMBERLAND AVENUE.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Catalpa Courts Resubdivision located at the northwest corner of West Catalpa Avenue and North Cumberland Avenue, which was *Referred to the Committee on Streets and Alleys*.

*Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTIONS OF NORTH OSHKOSH AVENUE AND  
NORTH NORTHWEST HIGHWAY.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Edison Park Chamber of Commerce, c/o Mr. Stan Banash, to hold a sidewalk sale on both sides of North Oshkosh Avenue, from 6710 to 6750 and on both sides of North Northwest Highway, from 6670 to 6714, 6661 to 6755 and 6664 to 6754, for the period extending September 8 through September 9, 1989, which was *Referred to the Committee on Beautification and Recreation*.

---

Presented By

**ALDERMAN NATARUS (42nd Ward):**

**BUILDING DECLARED PUBLIC NUISANCE AND  
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building located at 755 North Clark 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 755 North Clark Street is declared a public nuisance, and the Commissioner of Inspectional Services is authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman Natarus 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 Natarus, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

---

**DRAFTING OF ORDINANCE FOR VACATION OF  
SPECIFIED PUBLIC ALLEY.**

Also, 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 north 4 feet of the east 36 feet of the west 50 feet of the remaining east-west 18-foot public alley in the block bounded by East Illinois Street, East Hubbard Street, North State Street and North Wabash Avenue for the LaSalle National Bank, as Trustee, Trust Number 30355 (File No. 10-42-89-1383); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman Natarus, the foregoing proposed order was *Passed*.

---

***Referred* -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS  
FOR VARIOUS PURPOSES.**

Also, sixteen 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:

Adventurers Club -- to construct and maintain an exhaust duct above a portion of the public way in the rear of its premises at 300 West Grand Avenue;

American Hospital Association -- to maintain and use two casings below portions of the public way connecting the premises commonly known as Northwestern University-Wieboldt Hall with the premises at 840 North Lake Shore Drive;

American National Bank as trustee under Trust 66353, -- to construct, maintain and use one grease basin under a portion of the public way adjacent to its premises at 410 West Huron Street;

Chicago Title and Trust Company, under Trust 53014 -- to maintain and use a hydraulic loading platform and canopy adjacent to its premises at 444 North Wabash Avenue;

F. W. Woolworth Company -- to maintain and use vaulted sidewalk space adjacent to its premises at 676 North Michigan Avenue;

Golub-Lake Shore Place Corporation, as sole beneficiary of land trust with American National Bank and Trust Company of Chicago, under Trust 106992-05 -- to maintain and use a sanitary sewer line and catch basin in and under portions of the public way at four sites adjacent to its premises at 680 North Lake Shore Drive;

LaSalle Hubbard Corporation -- to install, maintain and use a 3-manhole grease separator in portion of the public way adjacent to its premises at 415 North LaSalle Street;

LaSalle National Bank, under Trust 108841 -- to construct, maintain and use five bay windows and one canopy over a portion of the public way on West Grand Avenue adjacent to its premises at 512 -- 520 North Clark Street;

LaSalle National Bank, as trustee under Trust 111921 -- to construct, maintain and use two curb cuts, two islands, three sidewalks, and one attendant's booth on portions of the public way adjacent to its premises at 361 West Chestnut Street;

Natural Eating Ways, Incorporated -- to construct, maintain and use a ventilating duct on portion of the public way adjacent to its premises at 362 West Erie Street;

Sal's Taco, doing business as Mucho Gusto -- to maintain and use portion of the public way adjacent to its premises at 700 North Dearborn Street for a sidewalk cafe;

David and Theresa Snyder -- to maintain and use a steel stairway above portion of the public way adjacent to its premises at 1214 North Astor Street for access to roof sundeck;

The WaterFront Limited, doing business as The WaterFront -- to maintain and use a portion of the public way adjacent to its premises at 16 West Maple Street for a sidewalk cafe;

Woman's Athletic Club of Chicago -- to maintain and use a vault under portion of the public way adjacent to its premises at 114 -- 122 East Ontario Street for the housing of a heating plant;

500 North LaSalle Limited Partnership -- to maintain and use a portion of the public way adjacent to its premises at 500 North LaSalle Street for a revolving door; and

990 North Lake Shore Drive Condominium Association -- to maintain and use vaulted subsurface space under portion of the public way adjacent to its premises at 990 North Lake Shore Drive.

---

***Referred -- PERMISSION TO CLOSE TO TRAFFIC  
PORTIONS OF SPECIFIED PUBLIC WAYS  
FOR VARIOUS PURPOSES.***

Also, ten proposed orders directing the Commissioner of Public Works to grant permission to the applicants named as noted, to close to traffic certain public ways for the purposes specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

James D. Ahern Signs & Company -- to close that part of lower level East Illinois Street, between North Columbus Drive and North Seneca Street, from 6:00 A.M. to 12:00 Noon on Saturday, September 30, 1989, for the erection of a sign on the N.B.C. Building;

The Chicago Dock & Canal Trust -- to close that part of North River Drive, between the WRD Centennial Fountain and North New Street, in conjunction with the City Front Center groundbreaking celebration on Wednesday, September 13, 1989;

The Chicago Bulls -- to close portions of East Illinois Street, North McClurg Court, and North New Street, for the conduct of the Chicago Bulls 3 on 3 Basketball Tournament for the period extending July 29 through July 30, 1989;

Chicago Sun-Times Triathlon, c/o Mr. Tom Cooney -- to close the westbound lanes of East Grand Avenue, between North Lake Shore Drive and North Columbus Drive and the east and westbound lanes of East Grand Avenue, in conjunction with the Chicago Sun-Times Triathlon for the period extending August 19 through August 20, 1989;

Department of Consumer Services, City of Chicago, c/o Ms. Dawn Brown -- to close that part of West Division Street, between North Dearborn Street and North State Street, for the conduct of a Special Near North Farmers' Market on Saturday, September 23, 1989;

Lakeshore Athletic Services, c/o Mr. Thomas Cooney -- to close that part of North McClurg Court, between East Illinois Street and East North Water Street, for the conduct of a block party on Thursday, August 3, 1989;

Museum of Contemporary Art, c/o Ms. Kirsten L. Groseclose -- to close that part of West Superior Street, between North Orleans Street and North Sedgwick Street, for the conduct of a "New Art" tented block party on Friday, September 8, 1989;

Mr. John Ramos/720 Cairo -- to close that part of West Superior Street, between North Franklin Street and North Wells Street, for the conduct of a street party/fundraiser for the benefit of the United Cerebral Palsy Foundation on Thursday, September 7, 1989;

Sculpture Chicago, c/o Mr. Robert A. Wislow -- to close the north end of the circle drive of the City Front Center for the conduct of the "Art-In- Symposium" on August 15, 1989 and September 23, 1989; and

720 Cairo -- to close that part of West Superior Street, between North Franklin Street and North Wells Street, for the conduct of a street party/fundraiser for the United Cerebral Palsy Foundation on Wednesday, September 6, 1989.

---

*Referred* -- PERMISSION TO HOLD AWARD CEREMONY ON  
PORTION OF WEST KINZIE STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. William Downey of Harry Carey's Restaurant to hold an award ceremony on both sides of West Kinzie Street, from North State Street to North Dearborn Street on August 26, 1989, which was *Referred to the Committee on Special Events and Cultural Affairs*.

---

*Referred* -- PERMISSION TO HOLD SIDEWALK SALES ON  
SPECIFIED PUBLIC WAYS.

Also, three proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed below to hold sidewalk sales at the locations specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

●  
Crate & Barrel -- to hold a sidewalk sale in front of 1510 North Wells Street for the period extending August 25 through August 27, 1989;

Downtown Sports Club, c/o Ms. Cathy Goysich -- to hold a sidewalk sale in front of 405 through 441 North Wabash Avenue for the period extending August 22 through August 23, 1989; and

Mr. Michael O'Neil/M. C. Mages Sports -- to hold a sidewalk sale at 620 North LaSalle Street for the period extending August 31 through September 4, 1989.

---

*Referred* -- ISSUANCE OF PERMITS TO CONSTRUCT AND  
MAINTAIN CANOPIES AT SPECIFIED LOCATIONS.

Also, six proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the construction, maintenance and use of canopies attached or to be attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

I. Magnin, Incorporated -- to maintain and use three canopies attached to the building or structure at 830 North Michigan Avenue;

J. A. Friedman & Associates -- to construct, maintain and use one canopy attached to the building or structure at 57 West Grand Avenue;

The Moody Bible Institute of Chicago -- to construct, maintain and use one canopy attached to the building or structure at 820 North LaSalle Street;

The Moody Bible Institute of Chicago -- to construct, maintain and use six canopies attached to the building or structure at 150 West Chicago Avenue;

Two Cousin's, Incorporated, doing business as McDonald's -- to maintain and use one canopy attached to the building or structure at 1124 North State Street; and

201 East Walton Condominium Association -- to maintain and use one canopy attached to the building or structure at 201 East Walton Street.

---

*Referred* -- PORTION OF EAST WALTON STREET TO RECEIVE  
HONORARY DESIGNATION OF "EAST WALTON PLACE".

Also, a proposed order directing the Commissioner of Public Works to designate that part of East Walton Street, between North Michigan Avenue and North Lake Shore Drive, as "East Walton Place", which was *Referred to the Committee on Streets and Alleys*.



*Referred* -- ISSUANCE OF PERMIT TO SET BACK CURB  
ON PORTION OF EAST HURON STREET.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to the Hyatt Corporation to set back the curb on the south side of East Huron Street, between North Rush Street and North Michigan Avenue, adjacent to its premises at 700 North Michigan Avenue, which was *Referred to the Committee on Streets and Alleys*.

---

*Referred* -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD  
AT 632 NORTH DEARBORN STREET.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to M-K Signs, Incorporated for the erection of a sign/signboard at 632 North Dearborn Street for Excalibur, which was *Referred to the Committee on Zoning*.

---

Presented By

ALDERMAN EISENDRATH (43rd Ward):

*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS  
FOR VARIOUS PURPOSES.

Three proposed ordinances to grant permission and authority to the applicants listed below for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Grant Hospital -- to install, maintain and use four sample catch basins adjacent to its premises at 550 West Webster Avenue;

Michael's of Lincoln Park, doing business as, Michael's Chicago Style Red Hots -- to maintain and use a portion of the public way adjacent to its premises at 1946 North Clark Street for a sidewalk cafe; and

1335 North Astor Cooperative Building, Incorporated -- to maintain and use an existing vault adjacent to its premises at 1335 North Astor Street for parking purposes.

*Referred* -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING  
CANOPIES AT SPECIFIED LOCATIONS.

Also, six 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:

Grant Hospital of Chicago -- to maintain and use one canopy attached to the building or structure at 560 West Webster Avenue;

Potbelly Sandwich Works -- to maintain and use one canopy attached to the building or structure at 2262 North Lincoln Avenue;

Rainbow Grocery, Incorporated -- to maintain and use one canopy attached to the building or structure at 935 -- 937 West Armitage Avenue;

1300 Astor Tower Condominium Association -- to maintain and use two canopies attached to the building or structure at 1300 North Astor Street;

1448 North Lake Shore Drive Building Corporation -- to maintain and use one canopy attached to the building or structure at 1448 North Lake Shore Drive; and

2400 Lakeview Condominium Association -- to maintain and use one canopy attached to the building or structure at 2400 North Lakeview Avenue.

---

Presented By

ALDERMAN HANSEN (44th Ward):

*Referred* -- PROHIBITION OF PEDDLING AT ANY TIME  
WITHIN FORTY-FOURTH WARD.

A proposed ordinance to prohibit peddling at any time within the 44th Ward, as said ward is defined on the effective date of this ordinance.

Alderman Hansen moved to suspend the rules temporarily to permit immediate consideration of and action upon the said proposed ordinance. The motion was lost by yeas and nays as follows:

*Yeas* -- Aldermen Beavers, Vrdolyak, Fary, Madrzyk, Langford, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Hagopian, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, M. Smith, Stone -- 30.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Huels, Burke, Davis, Figueroa, Shiller, Orr -- 11.

Thereupon, on motion of Alderman Hansen, the said proposed ordinance was *Referred to the Committee on Streets and Alleys*.

---

***Referred* -- GRANT OF PRIVILEGE TO COFFEE CHICAGO LIMITED, DOING BUSINESS AS COFFEE CHICAGO, FOR SIDEWALK CAFE.**

Also, a proposed ordinance to grant permission and authority to Coffee Chicago Limited, doing business as Coffee Chicago, to maintain and use a portion of the public way adjacent to its premises at 3323 North Clark Street for a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

---

***Referred* -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING CANOPIES AT SPECIFIED LOCATIONS.**

Also, two proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Belmont House Limited One -- to maintain and use two canopies attached to the building or structure at 3170 North Sheridan Road; and

Joseph Gies Import -- to maintain and use three canopies attached to the building or structure at 3345 North Southport Avenue.

*Referred* – ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD  
AT 3709 NORTH CLARK STREET.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Sterling Outdoor Advertising for the erection of a sign/signboard at 3709 North Clark Street for Red Top Parking, which was *Referred to the Committee on Zoning*.

---

Presented By

**ALDERMAN LEVAR (45th Ward):**

*Referred* – GRANT OF PRIVILEGE TO CATHOLIC BISHOP OF  
CHICAGO TO MAINTAIN TUNNEL UNDER PORTION  
OF WEST GETTYSBURG STREET.

A proposed ordinance to grant permission and authority to the Catholic Bishop of Chicago to maintain and use an existing tunnel under a portion of the public way connecting the premises at 5428 West Gettysburg Street with 5429 West Gettysburg Street, which was *Referred to the Committee on Streets and Alleys*.

---

*Referred* – APPROVAL OF PLAT OF KELLY'S RESUBDIVISION  
ON PORTION OF WEST HIGGINS AVENUE.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Kelly's Resubdivision having a frontage along West Higgins Avenue near North Central Avenue, which was *Referred to the Committee on Streets and Alleys*.

*Referred* -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD  
AT 5233 NORTH MILWAUKEE AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to National Signs, Incorporated for the erection of a sign/signboard at 5233 North Milwaukee Avenue for Firestone Mastercare Car Service, which was *Referred to the Committee on Zoning*.

---

Presented By

**ALDERMAN SHILLER (46th Ward):**

*Referred* -- ILLINOIS STATE LEGISLATURE URGED TO ENACT  
LEGISLATION AUTHORIZING CITY INCOME TAX.

A proposed resolution urging the Illinois State Legislature to enact the necessary legislation to authorize a city income tax to be collected by the State in conjunction with current state income tax collection procedures, which was *Referred to the Committee on Intergovernmental Relations*.

---

Presented By

**ALDERMAN SCHULTER (47th Ward):**

DRAFTING OF ORDINANCE FOR VACATION OF SPECIFIED  
PUBLIC ALLEY.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the east 165 feet of the east-west 12-foot public alley in the block bounded by West Winnemac Avenue, West Ainslie Street, North Hermitage Avenue and North Paulina Street for Bethany Methodist Hospital of Chicago (No. 7-47-89-1392); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Schuler 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 Schuler, the foregoing proposed order was *Passed*.

---

RECOGNITION OF GENERAL VON STEUBEN PARADE  
TO BE HELD SEPTEMBER 16, 1989.

Also, a proposed resolution reading as follows:

WHEREAS, The 24th annual General Von Steuben Parade will take place in the Chicago Loop September 16, 1989; and

WHEREAS, The parade creates a great day for all Chicagoans and particularly for the United German-American Societies of Greater Chicago, Incorporated, who sponsor this annual festive event; and

WHEREAS, The General Von Steuben Parade honors an internationally renowned leader and encourages participation of every segment of the Chicago area's varied ethnic community in joining this tribute to a gallant patriot who helped to preserve the cause of freedom; his birthday anniversary, also widely observed, is September 17, and the Von Steuben Festival is September 15 - 17, 1989; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of September, 1989, A.D., do hereby take cognizance of the symbolism and the festivity of the great General Von Steuben Parade to be held in our great City September 16, 1989, and that we encourage all our citizens to participate in this outstanding and inspiring annual event.

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

On motion of Alderman Schuler, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* - Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, 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, Schuler, M. Smith, Orr, Stone - 50.

*Nays* - None.

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

*Referred* -- INSTALLATION OF ALLEY LIGHTS AT  
SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Public Works to install alley lights behind the buildings or structures listed below, which were *Referred to the Committee on Finance*, as follows:

1700 West Sunnyside Avenue; and

4622 through 4630 North Ashland Avenue.

---

*Referred* -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING  
CANOPIES AT 2350 WEST SUNNYSIDE AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Eric and Janet Nowak for the maintenance and use of two canopies attached to the building or structure at 2350 West Sunnyside Avenue, which was *Referred to the Committee on Streets and Alleys*.

---

Presented By

**ALDERMAN SCHULTER (47th Ward) And OTHERS:**

**EXPRESSION OF SUPPORT FOR CHICAGO PARK DISTRICT'S  
PLASTIC RECYCLING PROGRAM.**

A proposed resolution, presented by Aldermen Schulter, Roti, Rush, Bloom, Caldwell, Huels, Burke, Jones, J. Evans, Garcia, Krystyniak, Soliz, Butler, E. Smith, Hagopian, Mell, Austin, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, M. Smith, Orr and Stone, reading as follows:

**WHEREAS**, The proliferation of plastic products in our refuse has been an enormous complication to proper and safe landfill and waste disposal; and

**WHEREAS**, The Chicago Park District has launched a great program to minimize plastic as refuse and to contribute greatly to the maintenance and improvement of Park

District playlots: a program in which plastic beverage containers are collected and recycled into plastic timbers for use in playlot renovation; and

WHEREAS, The Chicago Park District Plastic Recycling Program, underway in 1989, is intended to continue for some years. Its success requires participation from citizens, citizen organizations and businesses alike, and already large beverage corporations such as Hinchley Schmidt, Pepsi-Cola and Coca-Cola have pledged full support, placing a "logo" sticker on all products sold in Chicago; and

WHEREAS, It is incumbent upon citizens, community groups, advisory councils and all such neighborhood organizations to bring all used plastic containers to local Park District Field Houses so that such products may be recycled in this productive and beneficial program; now, therefore,

*Be It Resolved*, That we, the Mayor and member of the City Council of the City of Chicago, gathered here 13th day of September, 1989, A.D., do hereby voice our full support of the Chicago Park District Plastic Recycling Program, and encourage every citizen, neighborhood organization and business in the City to bring all used plastic containers to Park District Field Houses throughout the City.

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

On motion of Alderman Schulter, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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



Presented By

ALDERMAN M. SMITH (48th Ward):

HONOR EXTENDED TO GEORGE B. SWIFT SCHOOL ON  
ITS 75TH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, George B. Swift Elementary School, 5900 North Winthrop Avenue, is celebrating the 75th anniversary of its founding; and

WHEREAS, One of the north side's finest examples of a many-faceted education, Swift School boasts the only swimming pool in an elementary school in Chicago, and eight of its teachers are trained specifically in the Great Books Program, which is provided for gifted students. Swift participates in the Reading is Fundamental Program, and specializes in Humanities and in other areas emphasizes Science and Mathematics. "Sports Illustrated for Kids" has adopted Swift students, each of whom receives a free copy of the publication every month; and

WHEREAS, Over the greater part of this century, Swift School has turned out many fine students who have contributed greatly to the welfare of our great City. Among its well-known alumni are Walter Jacobson, Ann Gerber and Lee Stern; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of September, 1989, A.D., do hereby honor George B. Swift School, its students, faculty, administration and alumni on the occasion of the 75th anniversary of the founding of this great institution, and extend to all our most fervent wish for its continuing success; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Swift School.

Alderman M. Smith moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman M. Smith, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* - Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, 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, Schalter, M. Smith, Orr, Stone - 50.

*Nays* - None.

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

---

*Referred* -- EXEMPTION OF 838 -- 840 WEST LAKESIDE AVENUE  
PARKING LOT FROM PHYSICAL BARRIER REQUIREMENT  
PERTAINING TO ALLEY ACCESSIBILITY.

Also, a proposed ordinance to exempt the parking lot located at 838 -- 840 West Lakeside Avenue from the physical barrier requirement pertaining to alley accessibility, pursuant to the provisions of Municipal Code Chapter 33, Section 33- 19.1, which was *Referred to the Committee on Streets and Alleys*.

---

*Referred* -- PERMISSION TO HOLD COORS LIGHT  
BIATHLON AND FESTIVAL ON PORTION  
OF NORTH SIMONDS DRIVE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Carol Garsee to hold the Coors Light Biathlon and Festival on that part of North Simonds Drive, from West Foster Avenue to West Lawrence Avenue on Sunday, September 24, 1989, which was *Referred to the Committee on Beautification and Recreation*.

---

*Referred* -- ISSUANCE OF PERMIT TO CONSTRUCT AND  
MAINTAIN CANOPY AT 5219 NORTH  
CLARK STREET.

Also, a proposed order directing the Commissioner of General Services to issue a permit to The Right Place to construct, maintain and use a canopy to be attached to the building or structure at 5219 North Clark Street, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN ORR (49th Ward):

*Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTION OF WEST HOWARD STREET.

A proposed order directing the Commissioner of Public Works to grant permission to the Howard-Paulina Development Corporation to hold a sidewalk sale on both sides of West Howard Street, between North Greenview Avenue and North Clark Street for the period extending August 24 through August 26, 1989, which was *Referred to the Committee on Beautification and Recreation*.

---

*Referred* -- CHICAGO TRANSIT AUTHORITY REQUESTED TO  
ERECT BUS PASSENGER SHELTER AT 6201  
NORTH SHERIDAN ROAD.

Also, a proposed order directing the Chicago Transit Authority to consider the erection of a bus passenger shelter for northbound passengers at 6201 North Sheridan Road, which was *Referred to the Committee on Local Transportation*.

---

*Referred* -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING  
CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

The New Gaslight Lounge -- to maintain and use one canopy attached to the building or structure at 1547 West Howard Street; and

Seville Apartments -- to maintain and use one canopy attached to the building or structure at 1263 West Pratt Avenue.

*Referred* – COMMITTEE ON THE BUDGET AND GOVERNMENT  
OPERATIONS URGED TO ACCEPT PUBLIC TESTIMONY  
CONCERNING EXEMPTION OF ALDERMEN AND  
CITY COUNCIL STAFF FROM INVESTIGATION  
BY OFFICE OF INSPECTOR GENERAL.

Also, a proposed resolution urging the Committee on the Budget and Government Operations to accept testimony from members of the public with regard to the exemption of aldermen and City Council staff from investigation by the Office of Inspector General. Two committees having been called, the Committee on the Budget and Government Operations and the Committee on Committees, Rules and Ethics, the said proposed resolution was *Referred to the Committee on Committees, Rules and Ethics.*

At this point in the proceedings, Alderman Orr requested that the clerk read the said proposed resolution.

The Chair ruled that since the resolution had been introduced and referred to committee, disposition of the matter had been determined, thereby rendering the request out of order.

Alderman Orr moved to appeal the ruling of the Chair, arguing that past precedent permitted an alderman to request a matter be read prior to its ultimate disposition.

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

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

*Yeas* – Aldermen Roti, Beavers, Caldwell, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Krystyniak, Gutierrez, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Levar, Schulter, M. Smith – 30.

*Nays* – Aldermen Rush, Tillman, T. Evans, Bloom, J. Evans, E. Smith, Davis, Figueroa, Giles, Eisendrath, Hansen, Shiller, Orr – 13.

Presented By

ALDERMAN STONE (50th Ward):

DRAFTING OF ORDINANCES FOR VACATION OF  
SPECIFIED PUBLIC ALLEYS.

Two proposed orders reading as follows (the italic heading in each case not being a part of the order):

*Public Alley Bounded By West Devon Avenue,  
West Thome Avenue, North Ridge Avenue  
And North Ravenswood Avenue.*

*Ordered.* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the north-south 16-foot public alley in the block bounded by West Devon Avenue, West Thome Avenue, North Ridge Avenue and North Ravenswood Avenue for S. & C. Electric Company (No. 6-50-89-1393); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

---

*Public Alleys Bounded By West Thome Avenue,  
West Granville Avenue, North Damen Avenue.  
And North Winchester Avenue.*

*Ordered.* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the remaining alleys in the block bounded by vacated West Thome Avenue, West Granville Avenue, vacated North Damen Avenue and North Winchester Avenue for the Catholic Bishop of Chicago (No. 6-50-89-1394); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Stone moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon each of the foregoing proposed orders. The motion *Prevailed*.

On motion of Alderman Stone, the foregoing proposed orders were *Passed*.

*Referred* – AMENDMENT OF MUNICIPAL CODE CHAPTER 51,  
TABLE 51-1.2 BY INCREASING MAXIMUM ALLOWABLE  
HEIGHTS OF RESIDENTIAL BUILDINGS.

Also, a proposed ordinance to amend Municipal Code Chapter 51, Table 51-1.2, by increasing the maximum allowable heights of residential buildings classified as III-C and IV-A occupancy units from 30 feet to 40 feet and by amending the accompanying notes to include a new Subpart (f) to read "The finished floor level of the second floor shall not exceed 25 feet above grade" and by amending existing Subpart (a) to read "The attic floor exceeding 30 feet above grade allowed in addition when used for mechanical equipment only", which was *Referred to the Committee on Buildings*.

---

*Referred* – PERMISSION TO HOLD SIDEWALK SALE ON  
PORTION OF WEST DEVON AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Northtown Chamber of Commerce, c/o Ms. Dorothy Pesky, to hold a sidewalk sale on both sides of West Devon Avenue, between North Bell Avenue and North Kedzie Avenue for the period extending October 12 through October 15, 1989, which was *Referred to the Committee on Beautification and Recreation*.

---

*Referred* – ILLINOIS STATE LEGISLATURE URGED TO HOLD  
HEARINGS TO EVALUATE STATUS OF CURRENT  
HEALTH CARE PRACTICES.

Also, a proposed resolution urging the Illinois State Legislature to hold hearings in response to a petition challenging the current practice of medicine in Illinois, which was *Referred to the Committee on Intergovernmental Relations*.

*Referred* - PERMISSION TO CLOSE TO TRAFFIC PORTIONS  
OF WEST THOME AVENUE AND NORTH WINCHESTER  
AVENUE FOR FAMILY FEST.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Misericordia Heart of Mercy Village to close the west side of West Thome Avenue, between North Ridge Boulevard and North Winchester Avenue and the west side of North Winchester Avenue, between West Thome Avenue and North Granville Avenue, for the conduct of a family fest on Sunday, September 10, 1989, which was *Referred to the Committee on Special Events and Cultural Affairs*.

---

*Referred* -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD  
AT 7300 NORTH WESTERN AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to National Signs, Incorporated for the erection of a sign/signboard at 7300 North Western Avenue for Armanetti's Liquors & Deli, which was *Referred to the Committee on Zoning*.

---

5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION  
OF WARRANTS FOR COLLECTION AND WATER RATE  
EXEMPTIONS, ET CETERA.

Proposed ordinances, orders, et cetera described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN ROTI (1st Ward):

Old Italian-American Club - sewer and water construction on the premises known as 3003 South Shields Avenue.

**BY ALDERMAN MADRZYK (13th Ward):**

Chicago Midway Airport -- construction of a crash, fire and rescue station on the premises known as 3208 West 63rd Street.

**BY ALDERMAN GARCIA (22nd Ward):**

Chicago Board of Education -- construction of an annex to the Eli Whitney Elementary School on the premises known as 2845 South Komensky Avenue.

**BY ALDERMAN SOLIZ (25th Ward):**

Pilsen Y.M.C.A. of Metropolitan Chicago -- rehabilitation of basement on the premises known as 1608 West 21st Place.

**BY ALDERMAN FIGUEROA (31st Ward):**

Chicago Teen Challenge -- construction on the premises known as 3601 -- 3603 West Cortland Street.

King Roofing and Construction Company, 5634 West Chicago Avenue -- construction of Future for Tomorrow's Youth Day Care Center at 4255 West Division Street.

**BY ALDERMAN GILES (37th Ward):**

Austin Y.M.C.A. -- rehabilitation of 297 single room occupancy units on the premises known as 501 North Central Avenue.

**BY ALDERMAN CULLERTON (38th Ward):**

Saint Roberts Bellarmine -- electrical work on the premises known as 4646 North Austin Avenue.

**BY ALDERMAN LAURINO (39th Ward):**

Northeastern University -- electrical work on the premises known as 5500 North St. Louis Avenue.

Northeastern University Day Care Center -- electrical work on the premises known as 5500 North St. Louis Avenue.



**BY ALDERMAN EISENDRATH (43rd Ward):**

Children's Memorial Hospital -- construction on research director suite on the premises known as 2300 Children's Plaza.

**BY ALDERMAN LEVAR (45th Ward):**

Catholic Archdiocese/Sacred Heart of Jesus Church -- construction of a one- story addition over existing basement structure on the premises known as 4154 West Berteau Avenue.

**BY ALDERMAN STONE (50th Ward):**

Ida Crown Jewish Academy of Chicago -- extension of city's communication lines and installation of fire alarm box inside the main entrance to the premises known as 2828 West Pratt Avenue.

**LICENSE FEE EXEMPTIONS:****BY ALDERMAN ROTI (1st Ward):**

Constitutional Rights Foundation, 407 South Dearborn Street.

**BY ALDERMAN SHAW (9th Ward):**

McKinley Foster Care Services, 11006 -- 11012 South Michigan Avenue.

Pullman Creative Learning Center, 614 East 113th Street.

**BY ALDERMAN FARY (12th Ward):**

Clarence Darrow Center (Hull House Association), 4340 South Lamon Avenue.

**BY ALDERMAN MADRZYK (13th Ward):**

Good Shepherd Lutheran Church, 4200 West 62nd Street.

**BY ALDERMAN FIGUEROA (31st Ward):**

Salvation Army Child Care Program, 1345 North Karlov Avenue.

**BY ALDERMAN AUSTIN (34th Ward):**

Sundry vendors qualified to serve food at the Taste of South Halsted Street Fest, South Halsted Street, between West 103rd Street and West 107th Street.

**BY ALDERMAN HANSEN (44th Ward):**

Illinois Masonic Medical Center (Lakeview Childcare Center) 900 West Oakdale Avenue.

**BY ALDERMAN M. SMITH (48th Ward):**

Rogers Park Montessori School, 1244 West Thorndale Avenue.

**BY ALDERMAN STONE (50th Ward):**

Joseph House/Misericordia Heart of Mercy, 6300 North Ridge Avenue.

**CANCELLATION OF WARRANTS FOR COLLECTION:****BY ALDERMAN ROTI (1st Ward):**

Columbus-Cuneo-Cabrini Medical Center, 2520 North Lakeview Avenue for their premises located at 811 South Lytle Street -- sample basin fee.

Field Museum of Natural History, 1200 South Lake Shore Drive -- boiler and fuel burning equipment inspection fee.

Safer Foundation, 571 West Jackson Boulevard -- sign inspection fees.

Saint Francis Xavier Cabrini Hospital, 811 South Lytle Street -- annual inspection of public place of assembly fee.

**BY ALDERMAN BLOOM (5th Ward):**

Chicago Sinai Congregation, 5350 South Shore Drive -- curb cut and canopy fees.

McCormick Theological Seminary, 5555 South Woodlawn Avenue -- driveway inspection fee.

**BY ALDERMAN HUELS (11th Ward):**

Benton Community Center, 3052 South Gratten Avenue -- boiler inspection fee.

Benton Community Settlement, 3034 South Gratten Avenue -- annual building inspection fee.

Catholic Bishop of Chicago/Our Lady of Good Counsel Parish, 3528 South Hermitage Avenue -- annual inspection fee.

**BY ALDERMAN SHEAHAN (19th Ward):**

Bethlehem Lutheran Church, 9400 South Bell Avenue -- inspection fees.

Country Thrift Shoppe, 1800 West 95th Street -- annual inspectional and maintenance service fee.

Mercy Girls Home, 2125 West 116th Street -- annual refrigeration/air- conditioning inspection fee.

Washington and Jane Smith Home, 2340 West 113th Place -- boiler inspection fee and annual inspection fee (2).

**BY ALDERMAN JONES (20th Ward):**

Holy Cross Rectory, 6537 South Maryland Avenue -- annual building inspection fee.

**BY ALDERMAN SOLIZ (25th Ward):**

Bethel Temple, 1450 West 19th Street -- annual sign inspection fee.

Saint Anthony Hospital, 2875 West 19th Street -- boiler and unfired pressure vessel inspection fees.

Schwab Rehabilitation Center, 1435 South California Avenue (formerly maintained by the General Parking Corporation, 111 West Jackson Boulevard) -- annual driveway maintenance and inspection fee.

**BY ALDERMAN BUTLER (27th Ward):**

Onward Neighborhood House, 600 North Leavitt Street -- annual heating system inspection fee.

Onward Neighborhood House, 2158 West Ohio Street -- annual heating system inspection fees.

**BY ALDERMAN FIGUEROA (31st Ward):**

Incarnation Lutheran Church, 1345 North Karlov Avenue -- annual heating system inspection fee.

Inner City Impact, 3327 West Fullerton Avenue -- annual building inspection fee, public place of assembly fee, sign inspection fee and mechanical ventilation inspection fee (4).

Westtown Shop, 1801 North Spaulding Avenue -- canopy inspection fee.

**BY ALDERMAN GABINSKI (32nd Ward):**

Saint Mary of Nazareth Hospital Center, various locations -- boiler inspection fees, annual sign inspection fees, annual canopy and revolving door inspection fee (5).

**BY ALDERMAN AUSTIN (34th Ward):**

Emerald Avenue Church of God, 10505 South Halsted Street -- annual driveway maintenance inspection fee.

**BY ALDERMAN BANKS (36th Ward):**

Bethesda Home and Retirement Center, 2833 North Nordica Avenue -- annual drive maintenance inspection fee and annual sign inspection fee (2).

Catholic Bishop, 8030 West Forest Preserve Avenue -- annual mechanical ventilation inspection fee.

**BY ALDERMAN O'CONNOR (40th Ward):**

Center for the Rehabilitation and Training of Persons with Disabilities, also known as the Byron Center, 6050 North California Avenue -- annual building inspection fee.

Ravenswood Budlong Congregation, 2832 West Foster Avenue -- refrigeration system inspection fee.

Saint Philip's Lutheran Pre-School, 2434 West Bryn Mawr Avenue -- annual canopy and revolving door inspection fee.

**BY ALDERMAN PUCINSKI (42nd Ward):**

Norwood Park Home, 6016 North Nina Avenue -- driveway inspection fee, annual fuel burning equipment inspection fee and annual sign inspection fee (3).

Polish American Congress, 5844 North Milwaukee Avenue -- annual canopy inspection fee (2).

Polish Army Veterans, 6005 West Irving Park Road -- annual sign inspection fee.

S.W.A.P. Post 90 Polish Army Veterans, 6005 West Irving Park Road -- annual exhaust system inspection fee.

Resurrection Hospital, 7435 West Talcott Avenue -- annual fuel burning equipment inspection fee.

Saint Alban's Episcopal Church, 6240 North Avondale Avenue -- annual sign inspection fee.

Saint Eugene Church, 7958 West Foster Avenue -- annual mechanical ventilation fee.

**BY ALDERMAN NATARUS (42nd Ward):**

Dr. William M. Scholl College of Podiatric Medicine, 1019 North Dearborn Street -- driveway maintenance and inspection fee.

Latin School of Chicago, 59 West North Avenue/1529 North Dearborn Parkway -- mechanical ventilation inspection fees and fuel burning equipment inspection fee (3).

**BY ALDERMAN EISENDRATH (43rd Ward):**

Augustana Hospital, 2040 North Lincoln Avenue -- annual sign inspection fee.

Center for Rehabilitation Vocation and Training of Disabled Center, 2032 North Clybourn Avenue -- annual mechanical ventilation inspection fee.

Grant Hospital, 550 West Webster Avenue -- manhole privilege fee and annual sign inspection fee (2).

Kiwanis Chicago Boys Club, 835 West Diversey Avenue -- annual building inspection fee.

Lutheran General Hospital, various locations -- building inspection fee and annual heating system inspection fee (2).

**BY ALDERMAN LEVAR (45th Ward):**

Copernicus Foundation, 5216 West Lawrence Avenue -- semi-annual elevator inspection fee and fuel burning equipment inspection fee (2).

**BY ALDERMAN SCHULTER (47th Ward):**

Bethany Home, 5015 North Paulina Street -- annual sign inspection fee.

Methodist Hospital, various locations -- annual sign inspection fee.

**BY ALDERMAN M. SMITH (48th Ward):**

Self Help Home for the Aged, 908 West Argyle Street -- mechanical ventilation inspection fee.

**WATER RATE EXEMPTIONS:****BY ALDERMAN GILES (37th Ward):**

Lively Stone M.B.C. Church, 4938 West Chicago Avenue.

New Day M.B.C. Church, 5038 West Madison Street.

One Lord Faith Church, 312 North Laverne Avenue.

**BY ALDERMAN LAURINO (39th Ward):**

Agudath Israel of Illinois, 3540 West Peterson Avenue.

**BY ALDERMAN SCHULTER (47th Ward):**

Chicago Apostolic Tabernacle Church, 1710 -- 1712 West Cornelia Avenue.

**BY ALDERMAN M. SMITH (48th Ward):**

South East Asia Center, 1128 West Ainslie Street.

**REFUND OF FEES:****BY ALDERMAN BLOOM (5th Ward):**

McCormick Theological Seminary, 5555 South Woodlawn Avenue -- refund in the amounts of \$50.00 and \$34.50 (2).

**BY ALDERMAN NATARUS (42nd Ward):**

Rehabilitation Institute of Chicago, 345 East Superior Street -- refund in the amount of \$488.00.

**BY ALDERMAN LEVAR (45th Ward):**

Sacred Heart of Jesus Church, 4200 North Kedvale Avenue -- refund in the amount of \$1,341.00.

**BY ALDERMAN ORR (49th Ward):**

Mr. John R. Meister, 155 North Harbor Drive -- refund in the amount of \$925.40.

**WAIVER OF FEES:**

**BY ALDERMAN T. EVANS (4th Ward):**

Ada S. McKinley Community Services, 4434 South Lake Park Avenue -- waiver of 1989 general business license fee.

**BY ALDERMAN SHEAHAN (19th Ward):**

Saint John Fisher Church, 10234 South Washtenaw Avenue -- waiver of electrical permit fees.

**BY ALDERMAN GARCIA (22nd Ward):**

2700 Block Club of South Kolin Avenue -- waiver of electrical permit fees for the installation of residential post lights.

3000 South Kolin Block Club, 3000 block of South Kolin Avenue -- waiver of electrical permit fees for the installation of residential post lights.

**BY ALDERMAN STONE (50th Ward):**

Ida Crown Jewish Academy of Chicago, 2828 West Pratt Avenue -- waiver of costs for extending City's communication lines and for installation of a fire alarm box.

**APPROVAL OF JOURNAL OF  
PROCEEDINGS.**

---

JOURNAL (July 19, 1989).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on July 19, 1989 at 10:00 A.M., signed by him as such City Clerk.

Alderman Austin moved to *Correct* the printed Official Journal as follows:

Page 3456 -- by deleting the word "North" appearing in the twelfth and nineteenth lines from the top of the page and inserting in lieu thereof the word "South".

Page 3457 -- by deleting the word "North" appearing on the seventeenth line from the top of the page and inserting in lieu thereof the word "South".

The motion to correct *Prevailed*.

Thereupon, Alderman Burke moved to *Approve* said printed Official Journal, as corrected, and to dispense with the reading thereof. The question being put. The motion *Prevailed*.

---

**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 888 -- by deleting the twelfth and thirteenth lines from the top of the page and inserting in lieu thereof the following:

"East 87th Street and South  
Colfax Avenue

'All-Way Stop';"

The motion to correct *Prevailed*.



(June 28, 1989).

Alderman Madrzyk moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, June 28, 1989, as follows:

Pages 2987 and 2988 -- by deleting in its entirety the first matter of the Committee on Traffic Control and Safety, which repealed Municipal Code Chapter 27, Section 27-319.

The motion to correct *Prevailed*.

---

(June 28, 1989).

Alderman Laurino moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, June 28, 1989, as follows:

Page 3025 -- by deleting the fourteenth and fifteenth lines from the top of the page and inserting in lieu thereof the following:

"East 83rd Street and South  
Saginaw Avenue

"All-Way Stop;"

The motion to correct *Prevailed*.

---

**UNFINISHED BUSINESS.**

---

**REAPPOINTMENT OF MR. JAMES LOWRY AS MEMBER  
OF BOARD OF DIRECTORS OF CHICAGO  
PUBLIC LIBRARY.**

On motion of Alderman Burke, the City Council took up for consideration the report of the

Committee on Police, Fire and Municipal Institutions, deferred and published in the Journal of the Proceedings of June 28, 1989, pages 2718 - 2719, recommending that the City Council approve the reappointment of Mr. James Lowry as a member of the Board of Directors of the Chicago Public Library.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. James Lowry as a member of the Board of Directors of the Chicago Public Library 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* - None.

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

---

REAPPOINTMENT OF MS. MARIAN F. PRITZKER AS  
MEMBER OF BOARD OF DIRECTORS OF  
CHICAGO PUBLIC LIBRARY.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Police, Fire and Municipal Institutions, deferred and published in the Journal of the Proceedings of June 28, 1989, pages 2719 - 2720, recommending that the City Council approve the reappointment of Ms. Marian F. Pritzker as a member of the Board of Directors of the Chicago Public Library.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed reappointment of Ms. Marian F. Pritzker as a member of the Board of Directors of the Chicago Public Library 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, Garcia, 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, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* - None.

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

*Re-Referred* -- ISSUANCE OF FINAL LOAN COMMITMENTS TO  
VARIOUS APPLICANTS UNDER RENTAL REHABILITATION  
AND MULTI-UNIT REHABILITATION  
ASSISTANCE PROGRAMS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of May 10, 1989, pages 608 through 631, recommending that the City Council pass six proposed ordinances authorizing the issuance of final loan commitments to various applicants under the Rental Rehabilitation and MULTI-Unit Rehabilitation Assistance Programs.

Alderman Burke moved to re-refer the said proposed ordinances appearing on pages 612 through 614 (Altman Development Corporation); pages 614 through 616 (Carrol Park Limited Partnership); pages 620 through 622 (Raymond and Maryann Green); pages 622 through 624 (Helen D. Johnson); pages 626 and 627 (Boris Nitcholl); and pages 629 through 631 (The Young Men's Christian Association of Metropolitan Chicago) to the Committee on Finance. The motion *Prevailed* and the said proposed ordinances were *Re-Referred to the Committee on Finance*.

1

---

*Re-Referred* -- ART INSTITUTE OF CHICAGO APPLAUDED ON  
EFFORTS TO RETURN "THAI LINTEL" SCULPTURE  
TO GOVERNMENT AND PEOPLE OF  
THAILAND.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Special Events and Cultural Affairs, deferred and published in the Journal of the Proceedings of October 26, 1988, pages 18863 through 18865, recommending that the City Council approve a proposed resolution commending the Art Institute of Chicago on its efforts to return the "Thai Lintel" sculpture to the government and the people of Thailand.

Alderman Burke moved to re-refer the said proposed resolution to the Committee on Special Events and Cultural Affairs. The motion *Prevailed* and the said proposed resolution was *Re-Referred to the Committee on Special Events and Cultural Affairs*.

*Re-Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 147,  
SECTION 147-2 BY PROHIBITING ISSUANCE OF NEW  
LIQUOR LICENSES WITHIN SPECIFIED AREAS  
OF FIFTH, TWENTY-FIRST AND  
TWENTY-EIGHTH WARDS.

On motion of Alderman Bloom, the City Council took up for consideration the report of the Committee on License, deferred and published in the Journal of the Proceedings of July 19, 1989, pages 3594 through 3596, recommending that the City Council pass a proposed ordinance amending the Municipal Code, Chapter 147, Section 147-2 by prohibiting the issuance of new liquor licenses within specified areas of the Fifth Ward.

Alderman J. Evans presented the following amendment:

"I move to amend the motion of Alderman Bloom to include the ordinances affecting the 21st and 28th Wards published at Council Journal 3956 -- 3957 and 3600 -- 3602 on July 19, 1989."

Alderman Burke then moved to re-refer the said proposed ordinances to the Committee on License. The motion *Prevailed* and the said proposed ordinances were *Re-Referred to the Committee on License* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Krystyniak, Gutierrez, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Schuller, M. Smith, Stone -- 24.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Caldwell, Carter, Langford, Streeter, Jones, J. Evans, E. Smith, Davis, Figueroa, Giles, Orr -- 16.

---

**MISCELLANEOUS BUSINESS.**

---

At this point in the proceedings, Alderman J. Evans moved to discharge the Committee on Health from consideration of a proposed ordinance to amend the Municipal Code by establishing an Office of Local Drug Control Policy.

The clerk called the roll and the motion to discharge was lost by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Caldwell, Carter, Langford, Streeter, Jones, J. Evans, E. Smith, Davis, Figueroa, Giles, Shiller, Schulter, M. Smith, Orr -- 19.

*Nays* -- Aldermen Roti, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Krystyniak, Gutierrez, Butler, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Levar, Stone -- 22.

---

***Rules Suspended* -- EXECUTION OF REDEVELOPMENT LOAN  
AGREEMENT WITH/EXECUTION OF COMMUNITY  
DEVELOPMENT BLOCK GRANT LOAN FOR  
46TH AND VINCENNES ASSOCIATES  
PARTNERSHIP LIMITED.**

At this point in the proceedings, Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business to return to consideration of the ordinance authorizing the execution of a Redevelopment Loan Agreement with the 46th and Vincennes Associates Partnership Limited and the ordinance authorizing the execution of a Community Development Block Grant Loan for the 46th and Vincennes Associates Partnership Limited. The motion *Prevailed*.

Alderman Burke, together with Alderman Sheahan, then moved to withdraw their previous motion to publish and defer the ordinances referred to above and to concur in the *Do Pass* recommendation of the Committee on Finance. Thereupon, the clerk called the roll and the said ordinances printed on pages 4231 through 4235 of this Journal were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*Nays* -- None.

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

[Ordinance authorizing execution of Redevelopment Loan Agreement  
with 46th and Vincennes Associates Partnership Limited printed  
on pages 4231 through 4233  
of this Journal.]

[Ordinance authorizing execution of Community Development Block  
Grant Loan for 46th and Vincennes Associates Partnership  
Limited printed on pages 4233 through  
4235 of this Journal.]

---

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

The Honorable Thomas J. Homer, State Representative for the 91st District;

Twenty-five members of the Jackie Robinson West Little League;

Twenty-five students from DeLaSalle Institute;

Six residents from the Bryn Mawr West community; and

Sixteen students from Associated College.

---

*Referred -- BIDS FOR SALE OF CITY-OWNED PROPERTY.*

The City Clerk transmitted communications from Mr. Cosmo J. Briatta, Asset Manager, City Real Estate Section, Department of General Services, under dates of August 9, 15 and September 11, 1989, which read as follows:

Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1214 South Ashland Avenue, which was authorized by ordinance passed September 14, 1988, page 17366, Council Journal.

---

Transmitted herewith four (4) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1657 -- 1659 West Erie Street, which was authorized by ordinance passed September 14, 1988, page 17377, Council Journal.

Transmitted herewith six (6) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1817 West Haddon Avenue, which was authorized by ordinance passed December 30, 1987, pages 9420 - 9421, Council Journal.

---

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 7054 South Harper Avenue, which was authorized by ordinance passed November 10, 1987, pages 6120 - 6121, Council Journal.

---

Transmitted herewith three (3) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 2618 North Kimball Avenue, Parking Site 64, which was authorized by ordinance passed June 28, 1989, page 2645, Council Journal.

---

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 1308 North Leavitt Street, which was authorized by ordinance passed September 14, 1988, pages 17375 -- 17376, Council Journal.

---

Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1064 North Marshfield Avenue, which was authorized by ordinance passed September 14, 1988, pages 17376 -- 17377, Council Journal.

---

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 11239 South Michigan Avenue, which was authorized by ordinance passed November 10, 1987, pages 6109 - 6110, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 1627 -- 1633 South Miller Avenue, which was authorized by ordinance passed October 14, 1988, pages 18392 -- 18393, Council Journal.

---

Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 521 -- 525 South Wells Street, which was authorized by ordinance passed June 14, 1989, page 1918, Council Journal.

---

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 28 West 18th Street, which was authorized by ordinance passed October 14, 1988, page 18395, Council Journal.

---

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 1469 -- 1471 East 69th Street, which was authorized by ordinance passed December 30, 1987, page 9419, Council Journal.

---

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 429 West 100th Place, which was authorized by ordinance passed April 27, 1988, page 12664, Council Journal.

---

Transmitted herewith sixteen (16) sealed bids. These bids were submitted in response to advertisement for the sale of city-owned properties under the Adjacent Neighbors Land Acquisition Program, for properties at various locations.

On motion of Alderman Pucinski, the bids submitted with the foregoing communications were ordered opened and read and were then *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases.*

The following is a summary of said bids:



*1214 South Ashland Avenue.*

First National Realty & Development Company, Incorporated, c/o Charles Markopoulos, 415 North LaSalle Street, Suite 700, Chicago, Illinois 60610: Amount bid \$11,500.00, deposit check \$1,150.00 (cashier's check);

Mark A. Spano, 711 South Lytle Street, Chicago, Illinois 60607: Amount bid \$4,000.00, deposit check \$400.00 (money order).

*1657 -- 1659 West Erie Street.*

James G. McCormick, 631 West Fullerton Parkway, Chicago, Illinois 60614: Amount bid \$23,100.00, deposit check \$2,310.00 (cashier's check);

Ljubomir Sopcic, 1653 West Erie Street, Chicago, Illinois 60622: Amount bid \$11,000.00, deposit check \$1,100.00 (cashier's check);

C.O.S. Building Management, 3012 North Belmont Avenue, Chicago, Illinois 60618: Amount bid \$13,769.00, deposit check \$1,666.90 (bank check);

Charles J. Oliver, 11148 South Maplewood Avenue, Chicago, Illinois 60655: Amount bid \$16,750.00, deposit check \$1,675.00 (bank check).

*1817 West Haddon Avenue.*

James G. McCormick, 631 West Fullerton Parkway, Chicago, Illinois 60614: Amount bid \$18,600.00, deposit check \$1,860.00 (cashier's check);

C.O.S. Building Management, 3012 North Belmont Avenue, Chicago, Illinois 60618: Amount bid \$7,169.99, deposit check \$716.90 (bank check);

Charles J. Oliver, 11148 South Maplewood Avenue, Chicago, Illinois 60655: Amount bid \$13,330.00, deposit check \$1,333.00 (bank check);

Zofia Cieslewicz, 2425 West Walton Street, Chicago, Illinois 60622: Amount bid \$4,000.00, deposit check \$400.00 (bank check);

Paul McHugh, 1655 North Burling Street, Chicago, Illinois 60614: Amount bid \$10,537.00, deposit check \$1,053.70 (cashier's check);

Fred Lappe, 10 North Dearborn Street, Sixth Floor, Chicago, Illinois 60602: Amount bid \$14,525.00, deposit check \$1,452.50 (cashier's check).

*7054 South Harper Avenue.*

Redeeming Church of Christ, 1500 East 69th Street, Chicago, Illinois 60637: Amount bid \$1,900.00, deposit check \$190.00 (cashier's check).

*2618 North Kimball Avenue,  
Parking Site 64.*

Angelo ArandJelovic, 4035 West Argyle Street, Chicago, Illinois 60630: Amount bid \$151,000.00, deposit check \$15,100.00 (cashier's check);

Che Kyun Shin, 6206 North Fairfield Avenue, Chicago, Illinois, 60659: Amount bid \$200,100.00, deposit check \$20,010.00 (cashier's check);

John J. Pikarski, Jr., Suite 2300, 200 North LaSalle Street, Chicago, Illinois 60601: Amount bid \$132,000.00, deposit check \$13,200.00 (cashier's check).

*1308 North Leavitt Street.*

Jerzy J. Krzyworzeka, 2417 West Cortez Street, Chicago, Illinois 60622: Amount bid \$32,000.00, deposit check \$3,200.00 (bank check).

*1064 North Marshfield Avenue.*

Jim Kruger, 6252 North Lincoln Avenue, Chicago, Illinois 60659: Amount bid \$19,400.00, deposit check \$1,940.00 (cashier's check);

Charles J. Oliver, 11148 South Maplewood Avenue, Chicago, Illinois 60655: Amount bid \$25,110.00, deposit check \$2,511.00 (bank check).

*11239 South Michigan Avenue.*

Issa Tadros, 12233 South Pulaski, Alsip, Illinois 60658: Amount bid \$12,800.00, deposit checks totaling \$1,280.00 (money orders).

*1627 -- 1633 South Miller Avenue.*

Pedro D. Vega, 1113 West 18th Street, Chicago, Illinois 60608: Amount bid \$10,500.00, deposit check \$1,050.00 (treasurer's check).

*28 West 18th Street.*

Frances Salvi, 4150 Lunt Avenue, Lincolnwood, Illinois 60646: Amount bid \$7,600.00, deposit check \$760.00 (cashier's check).

*521 -- 525 South Wells Street.*

Robert C. Kamen, 412 South Dearborn Street, Chicago, Illinois 60605: Amount bid \$326,000.00, deposit check \$32,600.00 (cashier's check);

Victor J. Cacciatore, Sr., 527 South Wells Street, Chicago, Illinois 60607: Amount bid \$385,000.00, deposit check \$38,500.00 (cashier's check).

*1469 -- 1471 East 69th Street.*

Redeeming Church of Christ, 6920 South Harper Avenue, Chicago, Illinois 60637: Amount bid \$5,000.00, deposit check \$600.00 (cashier's check).

*429 West 100th Place.*

Haywood Thomas, 425 West 100th Place, Chicago, Illinois 60628: Amount bid \$4,500.00, deposit check \$500.00 (certified check).

**ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.**

*4434 South Berkeley Avenue.*

Marguerite S. Jones, 4432 South Berkeley Avenue, Chicago, Illinois 60653: Amount bid and deposit check \$310.00 (cashier's check).

*4512 South Emerald Avenue.*

Joan Martin, 4514 South Emerald Avenue, Chicago, Illinois 60609-3410: Amount bid and deposit check \$300.00 (money order).

*5821 South Emerald Avenue.*

Helen Walker, 5819 South Emerald Avenue, Chicago, Illinois 60621: Amount bid and deposit check \$300.00 (money order).

*1642 North Keeler Avenue.*

Carlos R. and Graciela Alvarado, 1644 North Keeler Avenue, Chicago, Illinois 60639: Amount bid and deposit check \$300.00 (certified check).

*4062 South Lake Park Avenue.*

James R. Brewer, 4060 South Lake Park Avenue, Chicago, Illinois 60653: Amount bid and deposit check \$451.00 (money order);

Eddie and Sharon Simms, 4064 South Lake Park Avenue, Chicago, Illinois 60653: Amount bid and deposit check \$351.00 (personal money order).

*3611 West Lexington Street.*

Willie J. Wilson, 3609 West Lexington Street, Chicago, Illinois 60624: Amount bid and deposit check \$305.00 (cashier's check).

*3613 West Lexington Street.*

Lovie Rucker, 3617 West Lexington Street, Chicago, Illinois 60624: Amount bid and deposit check \$305.00 (money order).

*6920 South Normal Avenue.*

Danny L. Hughes, 6918 South Normal Avenue, Chicago, Illinois 60621: Amount bid and deposit check \$315.00 (bank check).

*6335 South Racine Avenue.*

Louise Griggs, 6337 South Racine Avenue, Chicago, Illinois 60636: Amount bid and deposit check \$305.00 (money order).

*4434 South Wallace Street.*

John J. Baldwin, 4436 South Wallace Street, Chicago, Illinois 60609: Amount bid and deposit check \$300.00 (official check).

*3818 West 13th Street.*

Althea J. Strashner, 1253 South Avers Avenue, Chicago, Illinois 60623: Amount bid and deposit check \$300.00 (money order).

*2116 West 18th Place.*

Heleodoro Queredo, 2114 West 18th Place, Chicago, Illinois 60608: Amount bid and deposit check \$350.00 (personal money order).

*646 West 48th Place.*

Loreen Kozicki, 644 West 48th Place, Chicago, Illinois 60609: Amount bid and deposit check \$300.00 (money order).

*548 East 49th Street.*

Gwendolyn Gilmore, 4850 South St. Lawrence Avenue, Chicago, Illinois 60615: Amount bid and deposit check \$300.00 (money order).

*1309 West 61st Place.*

Franklin Williams, 1305 West 61st Place, Chicago, Illinois 60637: Amount bid and deposit check \$300.00 (money order).

### 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 thirteenth (13th) day of September, 1989, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the fourth (4th) day of October, 1989, at 10:00 A.M., in the Council Chamber in City Hall.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 50.

*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, October 4, 1989 at 10:00 A.M. in the Council Chamber in City Hall.



WALTER S. KOZUBOWSKI,  
City Clerk.