

COPY



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

Regular Meeting--Wednesday, February 7, 1990

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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr.

Absent -- Aldermen Vrdolyak, Butler, Stone.

Call To Order.

On Wednesday, February 7, 1990, 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, T. Evans, Bloom, Steele, Beavers, Shaw, Huels, Fary, Madrzyk, Burke, Langford, Kellam, Sheahan, Jones, Garcia, Krystyniak, E. Smith, Bialczak, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, M. Smith, Orr -- 32.

Quorum present.

Invocation.

The Reverend Eugene Gray, First Church of Deliverance, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

Rules Suspended -- CONGRATULATIONS EXTENDED
TO MR. MICHAEL OLLINS AS RECIPIENT OF
CARNEGIE MEDAL FOR HEROISM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 7, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring Mr. Michael Ollins, recipient of the Carnegie Medal for heroism, for coming to the aid of an assault victim.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, On August 20, 1987, Michael Ollins, a bus driver employed by the Chicago Transit Authority, while on duty observed an attack by seven men against Leonarge Bryant; and

WHEREAS, Mr. Ollins stopped his bus, left it and went to the aid of Mr. Bryant; and

WHEREAS, At great risk to his own safety, Mr. Ollins stopped Mr. Bryant's assailants, some of whom were armed with tire irons, from inflicting further injury and helped Mr. Bryant onto the bus; and

WHEREAS, Mr. Ollins helped Mr. Bryant obtain needed medical care; and

WHEREAS, In recognition of his brave efforts in this incident, Mr. Ollins was awarded the Chicago Transit Authority "Spirit of Chicago" award and, on December 20, 1989, was the only person in the Midwest to receive the Carnegie Medal from the Carnegie Hero Fund Commission; and

WHEREAS, Mr. Ollins' selfless courage is an example to all Chicagoans; now, therefore,

Be It Resolved, That we, the Mayor and the City Council of the City of Chicago, assembled this 7th day of February, 1990, do hereby honor Michael Ollins for his courage, and commend him for his selfless act of heroism in the defense of another; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Michael Ollins as a symbol of our gratitude and esteem.

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

Placed On File -- DESIGNATION OF CHAIRMAN AND VICE-
CHAIRMAN OF CHICAGO PLAN COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 7, 1990.

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

LADIES AND GENTLEMEN -- I have designated Rueben L. Hedlund to be chairman and Edwin W. Myerson to be vice-chairman of the Chicago Plan Commission.

This communication is submitted for your information.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 9,
SECTION 9-1(c) RELATING TO QUALIFICATIONS OF
COMMISSIONER OF HEALTH.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 7, 1990.

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 amending Section 9-1(c) of the Municipal Code of Chicago, relating to the qualifications of the Commissioner of Health.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 37, SECTION
37-12 BY INCREASING AIRCRAFT LANDING AND PARKING
FEES AT MERRILL C. MEIGS FIELD.

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

February 7, 1990.

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 Section 37-12 of the Municipal Code of Chicago to increase aircraft landing and parking fees at Merrill C. Meigs Field.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTERS 64, 78
AND 91 BY REVISING FIRE SAFETY REQUIREMENTS
FOR DAY CARE CENTERS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 7, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Fire Commissioner, I transmit herewith an ordinance amending Chapters 64, 78 and 91 of the Municipal Code of Chicago to revise fire safety requirements for day care centers.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REDUCTION OF 1989 TAX LEVY FOR CITY OF
CHICAGO ON PUBLIC BUILDING COMMISSION OF
CHICAGO BUILDING REVENUE BONDS,
SERIES "B" OF 1971.

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

February 7, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a proposed ordinance directing the County Clerks of Cook and Du Page Counties to reduce the 1989 tax levy for the City of Chicago on Public Building Commission of Chicago Building Revenue Bonds Series "B" of

1971, due to rental paid by the County of Cook for court facilities in the Fourth and Sixth Area Police Headquarters.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF CITY/STATE PROJECT AGREEMENT
FOR STATE FUNDED ARTERIAL STREET RESURFACING
PROJECT NUMBER ONE.

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

February 7, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance authorizing the execution of a City/State Project Agreement with the State of Illinois for State Funded Arterial Street Resurfacing Project Number One in the amount of \$200,000.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- MODIFICATION OF ENTERPRISE ZONE
THREE BOUNDARIES.

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

February 7, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Economic Development, I transmit herewith an ordinance modifying the boundaries of Enterprise Zone III located on the far southeast side of the city.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ACCEPTANCE OF PROPERTIES FROM UNITED STATES
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FOR HOMESTEAD PROGRAM LOTTERY.

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

February 7, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance to approve the acceptance of properties from the United States Department of Housing and Urban Development, to convey those properties to qualified lottery participants under the Homestead Program of the Department of Housing and to make certain loans to those participants with respect to such properties.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ISSUANCE OF CHICAGO O'HARE INTERNATIONAL
AIRPORT, INTERNATIONAL TERMINAL SPECIAL
REVENUE BONDS, SERIES 1990A.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to a Joint Committee composed of the members of the Committee on Finance and the members of the Committee on Aviation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 7, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing, among other things, the issuance of up to \$500 Million aggregate principal amount of Chicago O'Hare International Airport, International Terminal Special Revenue Bonds, Series 1990A.

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 communication from Mr. William L. Ramey, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of January 31, 1990, which reads as follows:

"Pursuant to the provisions 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 February, 1990 filed with the Illinois Commerce Commission related to Rider No. 20.

Conservation Program Clause for the month of February, 1990 related to Rider No. 21.

Company's current report on Form 8-K dated December 21, 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 January 11, 1990, 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
90-002-02	3101 -- 3103 West Washington Boulevard
90-003-02	3130 West Washington Boulevard
90-004-02	3137 West Washington Boulevard
90-005-02	3122 -- 3126 West Warren Avenue
90-006-02	1417 South Kilbourn Avenue
90-007-02	3623 South Prairie Avenue
90-010-02	4853 -- 4855 South Langley Avenue
90-011-02	6948 South Racine Avenue

Department Of Housing, Urban Renewal Board.

Referral Number	Project
90-014-08	Amendment No. 9 to the Southeast Englewood Urban Renewal Plan.

Placed On File -- NOTIFICATION OF SALE OF GENERAL
OBLIGATION TENDER NOTES, SERIES
1990A AND 1990B.

Also, a communication from Ms. M. Susan Lopez, Assistant Corporation Counsel, concerning the notification of sale of \$278,515,000 of City of Chicago General Obligation Tender Notes, Series 1990A and 1990B, which was *Placed on File*.

Placed On File -- NOTIFICATION OF SALE OF GENERAL
OBLIGATION TENDER NOTES, SERIES
1990C AND 1990D.

Also, a communication from Ms. M. Susan Lopez, Assistant Corporation Counsel, concerning the notification of sale of \$30,000,000 of City of Chicago General Obligation Tender Notes 1990C and \$20,000,000 of City of Chicago General Obligation Tender Notes, Series 1990D, which was *Placed on File*.

Placed On File -- OATH OF OFFICE.

Also, the oath of office of Mr. Thomas Moore as a member of the Zoning Board of Appeals, filed on February 1, 1990, which was *Placed on File*.

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

Also, the following document received in the City Clerk's Office, from Mr. Walter K. Knorr, City Comptroller, which was *Placed on File*:

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

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

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

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNALS.

January 19, 1990.

(Special Meeting)

The City Clerk informed the City Council that the call for the special meeting and appropriate comments thereto which were discussed by the City Council on January 19, 1990, 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 February 6, 1990, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the special meeting held on January 19, 1990, 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.

January 19, 1990.

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on January 19, 1990, 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 February 6, 1990, 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 January 19, 1990, 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.

FILING OF CERTIFIED COPIES OF ORDINANCES
WITH COUNTY CLERKS OF COOK AND
DU PAGE COUNTIES.

The City Clerk further informed the City Council that the following ordinances passed by the City Council were filed with the County Clerks of Cook and DuPage Counties on January 24, 1990:

Passed December 6, 1989.

Annual Appropriation Ordinance for the year 1990.

Passed December 13, 1989.

Amendatory Ordinance to the Annual Appropriation Ordinance for the year 1990.

Passed January 19, 1990.

Tax Levy Ordinance for the year 1990.

**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:

American National Bank & Trust Company of Chicago -- to classify as Commercial Planned Development No. 425, as amended, instead of Commercial Planned Development No. 425 the area shown on Map No. 20-F bounded by:

a line 647.88 feet north of the intersection of West 87th Street and South Lafayette Avenue as measured along the west line of South Lafayette Avenue; a line 503.51 feet west of South Lafayette Avenue; a line 596.16 feet north of West 87th Street; South Lafayette Avenue; West 87th Street; and a line 953.57 feet west of South Lafayette Avenue (as measured perpendicularly from South Lafayette Avenue).

Joseph Ash of Ash, Anos, Freedman & Logan -- to classify as Residential- Business Planned Development No. 313, as amended, instead of Residential- Business Planned Development No. 313 the area shown on Map No. 3-F bounded by:

West Chestnut Street; North Clark Street; a line 101.12 feet south of and parallel to West Chestnut Street; the alley next west of and parallel to North Clark Street; a line 202.32 feet south of and parallel to West Chestnut Street; and North LaSalle Street.

Keith Esses -- to classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area shown on Map No. 7-G bounded by:

West Barry Avenue; the alley next east of and parallel to North Southport Avenue; a line 25.13 feet south of and parallel to West Barry Avenue; and North Southport Avenue.

Kuo Sun Lau and Eddy Kuo Lau -- to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 13-G bounded by:

a line 50 feet north of West Ainslie Street; North Winthrop Avenue; West Ainslie Street; and the alley next west of and parallel to North Winthrop Avenue.

Giuseppe Toia and Marianna Toia -- to classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 7-N bounded by:

West Barry Avenue; the alley next east of and parallel to North Harlem Avenue; a line 128.31 feet south of and parallel to West Barry Avenue; and North Harlem Avenue.

1240 Belmont Limited Partnership -- to classify as a C1-2 Restricted Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 9-G bounded by:

West Belmont Avenue; the westerly line of the former Chicago, St. Paul and Pacific Railroad right-of-way; a line 24.83 feet in length parallel to and 118.86 feet north of West Belmont Avenue; a line .25 feet in length parallel to and 493.99 feet west of North Racine Avenue; a line 145.99 feet in length parallel to and 119.11 feet north of West Belmont Avenue; and a line 119.11 feet in length parallel to and 348 feet west of North Racine 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:

Acevedo Marilena, Ahmed Nafees, Allstate Insurance Company (3) John Dwelle, Colleen Higgins and Robert S. Petty, American Country Insurance Company (2) Checker Taxi Company and Yellow Cab Company, American Family Insurance Group and Bartholomew Hardesty, American Manufacturers Mutual and George D. Mudie, Ammons Mildred R., Asrar Arif and Nancy;

Baca Jesus, Bailey Wendee J., Barr George A., Bernard Scott, Berry Thomas, Blackmon Maynard, Blackmond Bobby and Delia, Bloomfield Richard B., Bolech Ronald, Brimm James J., Brozen Lee, Bynoe Carol A.;

Campbell Jean, Celovsky Jr. Joseph R., Chappell Richard N., Cherry Eileen M., Cleveland Donald D., Conde Ana M., Cox Velma E., Crockett Darrien J., Cunniff Patricia;

Davis Mary A., Deguchi Takeo, Diaz Juan A.;

Economy Fire & Casualty Company and William and Linda Vaci, Ellis Nancy L.;

Fabian Antonio, Farhan Samra, Felke Earl J., Felton James, Felts Pamela S., Fior Marion, Frakes Linda L., Freund Can Company;

Gipson Bettie J., Goosby Kirk M., Gottstein Timothy J., Grant John C., Greenberg Michael A., Greene Samuel L., Greenspon Judy S., Grey Rhoda, Gutierrez Jose;

Hall Neil E., Hardy Erich M., Harris Charles J., Hartford Insurance Group and Thomas Justiniano, Hed Eric O., Henderson Shelia R., Hines Terrence H., Hollimon Pless, Holloway Grace;

Illinois Bell Telephone Company (2);

Jackson Samuel S., Jenkins Johnny B., Johnson Danielle S., Johnson Gwendolyn D.;

Keck Barbara A., Kimble Temetrice, Krawczynszyn Jill Anne, Kroll David R., K & S Real Estate Investments;

LaMaita Jean A., Landolfo Claudio, Lavery Thomas R., Leach Curtis J., LeBlanc Janet I., Lesly Elizabeth A., Lewis Ethel, Liebman David L., Littlejohn Rita;

Mahoney Michael, Marshall Rose F., Mason Vanessa, McField Franz R., McKendree Eric L., McKenzie Ronnie, McLin Kathlyn, Mid-Town Toyota, Limited, Mitchell Steve M., Moloney Diane L., Montfort Harmon, Montis Cynthia A., Moya Gladys M., Munoz Carlos, Muscarella Kellie R.;

Page Melinda L., Perez Pedro, Peters Albert, Piontek John P., Prestige Casualty Company and Yang Lim, Propp Eugene, Pugh Arnell;

Reed Jr. Joe C., Richards Roscoe, Rivera Mariana, Rosenthal Gary R.;

Saloum Albert J., Sanders Zavala O., San Agustin Ric, Schwartz Mr. and Mrs., Skaff Joseph, Smith Freeman, Speciale Louis, State Farm Insurance Company (4) Bernardino Lopez, Janet Moore, James Schmeski and Martin Schuck, Stewart Charles B., Stewart Nelson L. (2), Suchor Bernard M.;

Taylor Sidney C., Tyner Ella L.;

U.S.A.A. (2) Robin E. Agron and Nancy Dennis;

Wallace Henry S., Whitehead Daphne M., Wince Lorenzo, Witt Ronald W., Wlodarski Stephen J., Woodruff Brenda J.;

Younan Hilda A., Young Gloria P.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO
LANDMARKS FOR DESIGNATION OF MATHILDE ELIEL
HOUSE AS CHICAGO LANDMARK.

Also, a communication from Mr. William M. McLenahan, Director, Commission on Chicago Landmarks, under the date of February 5, 1990, transmitting a recommendation

that the Mathilde Eliel House located at 4122 South Ellis Avenue be designated as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation.*

Referred -- APPROVAL OF PLAT OF ANDREA TERRACE SUBDIVISION
ON PORTION OF FORMER CHICAGO, MILWAUKEE, ST. PAUL
AND PACIFIC RAILROAD RIGHT-OF-WAY.

Also, a communication from Mr. Fred R. Harbecke, attorney on behalf of Mr. Albert Bruno, transmitting a proposed ordinance concerning the approval of a plat of Andrea Terrace Subdivision located on the former Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way lying between the south line of West Belmont Avenue, the north line of West George Street and along the west line of North Nashville Avenue and its northerly extension, which was *Referred to the Committee on Streets and Alleys.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

PROPERTY LOCATED AT 5701 SOUTH CLAREMONT 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, February 7, 1990.

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 5701 South Claremont 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 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, Edward Diamond and Mario Deri are the owners of the property commonly known as 5701 South Claremont Avenue, Chicago, Illinois (hereinafter referred to as the "subject property") and plan to substantially rehabilitate a 57,000 square foot building and to demolish a series of buildings totalling approximately 16,000 square feet 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, Edward Diamond and Mario Deri have received from the Office of the Cook County Assessor acknowledgement of receipt of a "Pre-Eligibility Application" for 6(b) Classification under the Cook County Real Property Classification Ordinance adopted by the Cook County Board of Commissioners on October 1, 1984; and

WHEREAS, Substantial 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) 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 20-18-114-001-0000, 20-18-102-004-0000, 20-18-102-005-0000; and

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

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

PROPERTY LOCATED AT 5070 WEST HARRISON 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, February 7, 1990.

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 5070 West Harrison 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, On October 19, 1989, Frank Paris purchased the property commonly known as 5070 W. Harrison Street (hereinafter referred to as the "subject property"), Chicago, Illinois for a total purchase price of \$85,000 with the expectation that said property would be eligible for Class 6(b) incentives; and

WHEREAS, The permanent index number of the subject property is 16-16-224-008-8002; and

WHEREAS, Frank Paris has received from the Office of the Assessor acknowledgment of receipt of a "Pre-Eligibility Application" for Class 6(b) classification under the Cook County Real Property Assessment Classification Ordinance, adopted by the County Board of Commissioners on October 1, 1984; and

WHEREAS, The building located on the subject property had been vacant as certified by the former owners of the subject property, Leamington Harrison Corporation and by the Department of Water, City of Chicago; and

WHEREAS, Frank Paris moved his company, Salad Oils International Corporation into the building immediately following its acquisition, and has occupied the building since that time; and

WHEREAS, There is both substantial rehabilitation ongoing and planned and there is also substantial reoccupancy of an "abandoned property"; and

WHEREAS, The new use of the subject property will provide significant present and future temporary and permanent employment opportunities; and

WHEREAS, Notwithstanding the Class 6(b) status of the subject property, the reoccupancy of the subject property by Salad Oils International, Incorporated will generate significant new revenues in the form of additional state and federal income tax revenues; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago hereby declare:

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

SECTION 2. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois, hereby approves of the classification of the subject property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Number 16-16-224-008-8002; and

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

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

PROPERTY LOCATED AT 5555 NORTH ELSTON AVENUE APPROVED
FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT
TO COOK COUNTY REAL PROPERTY
CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1990.

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 5555 North Elston 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The County of Cook amended its Real Property Assessment Classification Ordinance, effective October 1, 1984; and

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

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

WHEREAS, New construction of a building addition has been completed for real estate located at 5555 North Elston Avenue, Chicago, Illinois as Permanent Index Numbers 13-09-118-011/012/018/019, 13-04-312-025 and 13-04-409-006; and

WHEREAS, The aforementioned building addition will be utilized for manufacturing purposes; and

WHEREAS, The owners of the newly constructed building addition have filed with the Assessor of Cook County an eligibility application; and

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

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

That the real estate located at 5555 North Elston Avenue (Permanent Index Numbers 13-09-118-011/012/018/019, 13-04-312-025 and 13-04-409-006) is hereby approved as appropriate for incentive abatement under Class 6(b) of the Cook County Real Property Assessment Classification Ordinance, effective October 1, 1984; 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 1137 WEST JACKSON BOULEVARD
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, February 7, 1990.

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 1137 West Jackson Boulevard, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 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 real estate tax incentives to property owners who build, rehabilitate, enhance, and occupy property which is located within Cook County and which is used for manufacturing or industrial purposes; and

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

WHEREAS, Fannie May Candy Shops is the owner of the property commonly known as 1137 West Jackson Boulevard, Chicago, Illinois (hereinafter referred to as the "subject property") and is engaged in substantial new construction on the subject property with the expectation that said property will be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance, as amended October 1, 1984; and

WHEREAS, The permanent index numbers for the subject property are 17-17-223-012 and 014; and

WHEREAS, The subject property is to be used for cooking and processing of candy as well as storage of materials; and

WHEREAS, The subject property is located within Chicago Enterprise Zone IV; and

WHEREAS, Fannie May Candy Shops has received from the Office of the Cook County Assessor acknowledgement of receipt of a "Pre-Eligibility Application" for classification 6(b) under the Cook County Real Property Classification Ordinance, as amended October 1, 1984; and

WHEREAS, Substantial construction work is in progress and considerable sums have been spent to this purpose; and

WHEREAS, This construction work and the use of the subject property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, Notwithstanding the Class 6(b) status of the subject property, the new construction and utilization of the subject property will generate significant new revenues in the form of real estate and other tax revenues; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, hereby resolve that:

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. The City of Chicago, Illinois, hereby approves the classification of the subject property as Class 6(b) property pursuant to the Cook County Real Property Classification Ordinance and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Numbers 17-17-223-012 and 014; and

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

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

CITY TREASURER INSTRUCTED TO CONTINUE CURRENT POLICY
OF CASHING CITY EMPLOYEE PAYROLL CHECKS.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution urging the City Treasurer to continue the policy of cashing City employee payroll checks, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed substitute resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr -- 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 Treasurer's Office currently offers a great service to all City of Chicago employees by cashing their payroll checks; and

WHEREAS, These City employees greatly appreciate this service offered by the City Treasurer's Office; and

WHEREAS, A discontinuation of this service would cause great hardship upon those City employees who use this service; now, therefore,

Be It Resolved, That the City Treasurer's Office shall continue the policy of providing check cashing services.

EXECUTION OF REDEVELOPMENT AGREEMENT AND REDEVELOPMENT
TAX INCREMENT NOTE, SERIES 1990 WITH FIRST NATIONAL
REALTY AND DEVELOPMENT COMPANY, INCORPORATED
AND AMERICAN NATIONAL BANK, UNDER TRUST
NUMBER 06920904 FOR EDGEWATER SHOPPING
CENTER AND CHICAGO TRANSIT
AUTHORITY TURNAROUND
REDEVELOPMENT
PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a Redevelopment Agreement between the City of Chicago and First National Realty and Development Company, Incorporated, and the execution of a Redevelopment Tax Increment Note, Series 1990, in an amount not to exceed \$1,100,000, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 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 Council (the "Corporate Authorities") of the City of Chicago, Illinois (the "City"), on December 18, 1986 adopted certain ordinances in accordance with the provisions of the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article II of the Illinois Municipal Code, as amended (the "Act"), which ordinances, respectively, approved the Edgewater Redevelopment Plan and Redevelopment Project (the "Plan and Project"), designated as a redevelopment project area the Edgewater Redevelopment Project Area (the "Area"), and adopted tax increment financing for the Plan and Project, providing for the deposit of ad valorem taxes derived from the increase in the equalized assessed valuation of property in the Area and levied for so long as the Area exists into a special fund called the 1986 Edgewater Redevelopment Project Area Special Tax Allocation Fund (the "Special Fund"); and

WHEREAS, It is desirable and in the best interests of the citizens of the City that a redevelopment agreement (the "Redevelopment Agreement") between the City and First National Realty and Development Company, Incorporated and American National Bank and Trust Company, as Trustee, under Trust Agreement dated August 18, 1986, and known as Trust No. 06920904 (collectively, the "Developer") be executed in order to effectuate the Redevelopment Plan and Project for the Area; and

WHEREAS, It is desirable and in the best interests of the citizens of the City to assist the Developer in financing the Project by executing and delivering a Redevelopment Tax Increment Note (Edgewater Shopping Center and C.T.A. Turnaround Redevelopment Project), Series 1990, in an amount not to exceed \$1,100,000; now, therefore,

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

SECTION 1. Execution Of Redevelopment Agreement.

The Commissioner of the Department of Economic Development is hereby authorized to execute and deliver a Redevelopment Agreement substantially in the form attached hereto and made a part hereof as Exhibit A, and such other supporting documents which may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, insertions and completions as shall be approved by such persons executing such document, their execution to constitute conclusive evidence of such approvals.

SECTION 2. Execution Of Redevelopment Note.

The Mayor is hereby authorized to execute and deliver a note designated "Redevelopment Tax Increment Note (Edgewater Shopping Center and C.T.A. Turnaround Redevelopment Project), Series 1990 (the "Note"), in an amount not to exceed \$1,100,000, substantially in the form attached hereto and made a part hereof as Exhibit B, with such changes, insertions and completions as shall be approved by the Mayor consistent with the provisions of this ordinance, his execution to constitute conclusive evidence of such approval.

SECTION 3. Pledge Of Incremental Revenues And Special Fund.

The Real Estate Tax Increment (as defined in the Redevelopment Agreement) collected pursuant to the Act shall be deposited into the Special Fund, and the Real Estate Tax Increment and the Special Fund are hereby pledged by the City for the purpose of paying T.I.F. Funded Redevelopment Project Costs (as defined in the Redevelopment Agreement) for the Area in an amount not to exceed One Million One Hundred Thousand Dollars (\$1,100,000). All payments made by the City pursuant to the Note shall be made solely out of the Special Fund. Because it is a special fund, deposits of the Real Estate Tax Increment into the Special Fund shall not be subject to the appropriation process of the Corporate Authorities and amounts deposited therein shall be disbursed in accordance with the Redevelopment Agreement and the Note without further action by the Corporate Authorities.

SECTION 4. 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 provisions shall not affect any of the remaining provisions of this ordinance.

SECTION 5. Superseder And Effective Date.

This ordinance shall control over any provision of any ordinance, resolution, motion or order in conflict with this ordinance, 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.

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

Exhibit "A".

*Edgewater Shopping Center And Chicago Transit Authority
Turnaround Redevelopment Agreement.*

This Agreement made this _____ day of _____, 1988 by and among the City of Chicago, Illinois, an Illinois municipal corporation (the "City"), First National Realty and Development Company, Incorporated, an Illinois corporation (the "Developer") and American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated August 18, 1986 and known as Trust Number 06920904 (the "Trust").

Recitals:

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

B. Developer desires to construct a multi-tenant retail mall in three one-story buildings containing approximately 52,440 square feet of retail space, and one free standing outlot pad on an approximately 2.3 acre tract located at the southeast quadrant of the intersection of North Broadway and West Berwyn Avenue, in Chicago, Illinois, legally described on (Sub)Exhibit A attached hereto and made a part hereof (the "Property"). The Property is located within a tax increment redevelopment area which is legally described on (Sub)Exhibit B attached hereto and made a part hereof, and designated the Edgewater Redevelopment Project Area (the "Redevelopment Project Area") by an ordinance hereinafter described. The Property, together with the contiguous real estate necessary for the C.T.A. bus turnaround as identified in (Sub)Exhibit G attached hereto, and all improvements contemplated pursuant to this Agreement and the redevelopment plan adopted by the City Council for the Redevelopment Project Area are herein sometimes referred to as the "Project".

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

D. To stimulate and induce the acquisition and redevelopment of the Redevelopment Project Area, and pursuant to the Act, the City Council of the City of Chicago ("City Council"), on December 18, 1986, adopted the following ordinances: (1) "An Ordinance of the City of Chicago, Illinois, approving a Tax Increment Redevelopment Plan and Redevelopment Project, for the Edgewater Redevelopment Project Area", (2) "An Ordinance of the City of Chicago, Illinois, designating the Edgewater Redevelopment Project Area of said City a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Project Act", and (3) "An Ordinance of the City of Chicago, Illinois adopting Tax Increment Allocation Financing for the Edgewater Redevelopment Project Area". Said ordinances are sometimes hereinafter referred to as the "Ordinances".

E. For the purpose of paying a portion of the redevelopment project costs for the Project, the City Council, on _____, adopted "An Ordinance of the City of Chicago, Illinois, Approving and Authorizing the Execution of a Redevelopment Agreement Between the City of Chicago and First National Realty and Development Company, Incorporated and American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated August 18, 1986 and known as Trust No. 06920904, and the Execution of a Redevelopment Tax Increment Note (Edgewater Shopping Center and C.T.A. Turnaround Redevelopment Project), Series 1990, in an amount not to exceed \$1,100,000" (the "Note Ordinance"). The proceeds of the Redevelopment Note ("T.I.F. Funds") will be used to finance certain redevelopment costs as described in (Sub)Exhibit C attached hereto and made a part hereof (the "T.I.F. Funded Redevelopment Project Costs"). The improvements to be funded by T.I.F. Funds in addition to land acquisition and tenant relocation are herein referred to as "T.I.F. Improvements" and are described in (Sub)Exhibit D attached hereto and made a part hereof.

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

I.

Incorporation Of Recitals.

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

II.

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

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

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

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

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

D. Developer shall not, without the prior written consent of the Commissioner of the Department of Economic Development (the "Department") or his or her designee (the "Commissioner"), which consent may be withheld in the Commissioner's sole discretion, except as permitted under Section 4.07, (i) grant, suffer or permit a lien, claim or encumbrance upon the Project or any portion thereof, provided that this shall not be construed to preclude, limit or require the Commissioner's consent to any lessee mortgaging its leasehold estate; (ii) permit or suffer any levy, attachment or restraint to be made affecting any of the Property; (iii) enter into any transaction not in the ordinary course of its business which materially and adversely affects Developer's ability to pay its debts as such may then exist.

E. Developer shall pay promptly when due all Charges (hereinafter defined) arising or incurred from and after the date hereof with respect to the Project. In the event, at any time or times after the date hereof and prior to the later to occur of (i) issuance of a certificate of completion by the Commissioner or full payment of the indebtedness evidenced by the Redevelopment Note, Developer shall fail to pay the Charges or to obtain discharge of the same, Developer shall so advise the Commissioner thereof in writing, at which time the City may, without waiving or releasing any obligation or liability of Developer under this Agreement, in its sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which the Commissioner deems advisable. All sums so paid by the City and any expenses, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable by Developer to the City with interest. As used herein the term "Charges" shall mean all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances or non-governmental claims or liens upon and/or relating to the Project, Developer's business, Developer's income and/or gross receipts.

F. (i) The Trust is a duly organized and existing land trust in the State of Illinois; (ii) Lefkas General Partners No. 1001, an Illinois partnership, is the owner of one hundred percent of the beneficial interest of the Trust and has the sole power of direction over the Trust; (iii) the Trust has the right and power and authority to enter into, execute, deliver and perform this Agreement.

G. All of the information contained in the Redevelopment Plan regarding the Redevelopment Project Area, the Project, the Property and Developer is true, correct and complete to the best of Developer's knowledge.

H. The tax receipts estimated to be received from the Property for the years set forth in (Sub)Exhibit E hereto are accurate to the best of Developer's knowledge and are made a part hereof.

*III.**City's Covenants.*

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

*IV.**Construction Of The Shopping Center
And Other Improvements.***4.01 Developer's Covenant To Redevelop.**

Promptly after the date hereof, Developer shall plan and construct a multi-tenant retail shopping center (the "Shopping Center") consisting of 3 one-story structures containing approximately 52,440 square feet of gross rentable area, parking for approximately 106 cars and landscaping and a C.T.A. bus turnaround, all as more particularly described on (Sub)Exhibit F in accordance with the Redevelopment Plan, the Ordinances, this Agreement, the Site Plan, attached hereto as (Sub)Exhibit G and incorporated herein by reference, and with the plans and specifications to be prepared by Developer and approved by Department as provided in this Section IV.

4.02 Time For Completion Of Project.

Developer shall complete construction of the T.I.F. Improvements within 6 months after the date of this Agreement and shall complete construction of the shopping center within 6 months after the date of this Agreement. Except as otherwise provided in this Agreement, Developer shall complete construction of the C.T.A. bus turnaround within 6 months after the date hereof.

4.03 Compliance With Laws.

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

4.04 Plans And Specifications.

Within 30 days after the date of this Agreement, Developer shall cause to be delivered to the City for review and approval complete construction documents containing working drawings and specifications ("Plans and Specifications") for the Project. Developer shall cause the Project to be constructed in accordance with the Plans and Specifications approved by the Commissioner. The Plans and Specifications to be prepared by Developer shall conform to the Site Plan and the Redevelopment Plan as amended from time to time, and all applicable state and local laws, ordinances and regulations. Any amendment to any of the Plans and Specifications or change in the Site Plan must be submitted by Developer to the Commissioner for approval, which approval shall not be unreasonably withheld or delayed. Developer may simultaneously submit Plans and Specifications to the Commissioner and to the City Department of Inspectional Services and any other City regulatory agencies as required.

4.05 Time For Submission Of Corrected Plans And Specifications.

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

4.06 Limited Applicability Of The Commissioner's Approval.

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

4.07 Time For Submission Of Evidence Of Equity, Capital And Mortgage Financing.

Developer shall submit evidence to the Commissioner as to a commitment for equity capital and any commitment for financing from the National Bank of Canada for an initial mortgage construction loan of not less than \$5,900,000 no later than the date of execution of this Agreement.

4.08 C.T.A. Master Lease.

Simultaneously upon the execution and delivery of this Agreement, Developer shall enter into a master lease with the Chicago Transit Authority in substantial form to the lease attached hereto as (Sub)Exhibit G-1.

V.

Certification Of Completion.

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

VI.

Utility Connections And Permit Fees.

6.01 Utility Connections.

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

6.02 Permit Fees.

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

VII.

Performance Bond.

Developer shall require each of the general contractor and subcontractors for the Project and the Shopping Center to be bonded to the extent they actually engage in construction work as a Major Construction Contractor as herein defined. Major Construction Contractors shall be bonded, with the City being shown as additional obligee, as required by the Construction Lender, provided that the bonds are in form, substance and amounts reasonably satisfactory to the City. A "Major Construction Contractor" is any contractor or subcontractor performing work or supplying materials for the Project in an amount of Two Hundred Thousand Dollars (\$200,000.00) or more. Bonds required by this section shall be issued by sureties having a AA rating or better using American Institute of Architects' form No. A311 or its equivalent with the City being shown as obligee or additional obligee.

VIII.

T.I.F. Improvements.

8.01 Developer Authorized To Construct Certain T.I.F. Improvements.

In order to further the development of the Redevelopment Project Area, the City hereby authorizes Developer to cause the T.I.F. Improvements which are outlined in (Sub)Exhibit D, to be constructed in accordance with this Agreement and the plans and specifications approved by the City pursuant to Section IV at an aggregate cost not to exceed the T.I.F. Funded Redevelopment Project costs set forth in (Sub)Exhibit C.

8.02 Bid Requirement.

Prior to entering an agreement with a general contractor for the construction of the [T.I.F. Improvements/C.T.A. Turnaround] Developer will have solicited bids from all qualified general contractors eligible to do business with the City. Developer shall solicit

bids in accordance with the requirements of the Illinois Purchasing Act, Ill. Rev. Stat. Ch. 24, par. 8-10-1 et seq., a copy of which is attached hereto as (Sub)Exhibit H, and the City Guidelines substantially in the form attached hereto as (Sub)Exhibit I. Developer shall select the contractor submitting the lowest bid who can complete the T.I.F. Improvements in such a manner and in accordance with such a timetable so as to not delay the Project or increase the costs of the Project caused by the Contractor. The City shall have the right to inspect all bids submitted and shall have final approval over the bid process, in order to determine that same has been completed in accordance with the Illinois Purchasing Act and City Guidelines. Developer shall enter into a contract with said contractor in accordance with this Agreement to design and build said T.I.F. Improvements. The contract shall conform to the guidelines prescribed by the Purchasing Agent of the City of Chicago for City purchasing contracts and provide for payment in accordance with this Agreement. Nothing herein contained shall be construed to permit construction to commence before the plans and specifications for the work are completed and approved by Department as provided in this Agreement. Developer shall incorporate into the contract with the Contractor all obligations contained in this Agreement regarding construction of the T.I.F. Improvements and shall require the Contractor to include all such requirements in each subcontract.

8.03 Costs Of T.I.F. Improvements.

The parties anticipate that the T.I.F. Funds will be sufficient to pay for construction of the T.I.F. Improvements. If the costs of the T.I.F. Improvements undertaken by Developer as described in (Sub)Exhibit D are in excess of the amount specifically allocated for such improvements as set forth in (Sub)Exhibit C, Developer shall be fully responsible for, and shall hold the City harmless from said excess costs.

8.04 Streetlights.

Notwithstanding anything contained in this Agreement to the contrary, the City shall prepare the plans and specifications for and construct the streetlights designated by the City, which are designated as T.I.F. Improvements. The cost of such design and construction shall be paid for from the T.I.F. Funds specifically allocated for said T.I.F. Improvements and are included in the T.I.F. Funded Redevelopment Project Costs.

IX.

Use Of One Contractor.

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

X.

*Failure Of Developer To Complete
T.I.F. Improvements.*

If Developer fails to complete the T.I.F. Improvements in accordance with the terms hereof, after notice and after expiration of all cure periods as provided for herein, then in such event the City shall have the right to complete said improvements and to pay for the costs thereof out of the T.I.F. Funds, as appropriate. If, and to the extent, the aggregate cost to the City of completing the T.I.F. Improvements exceeds the amount of T.I.F. Funds available for such purpose, Developer agrees to pay to the City all costs and expenses expended by the City to complete the T.I.F. Improvements in excess of the T.I.F. Funds.

XI.

*Disbursement And Obligations.***11.01 Source Of Funds For Payment Of The Redevelopment Note.**

On December 18, 1986, the City adopted an ordinance entitled "An Ordinance of the City of Chicago, Illinois, Adopting Tax Increment Allocation Financing in connection with the Edgewater Redevelopment Tax Increment Financing Project" (the "Real Estate Tax Increment Ordinance"). The Real Estate Tax Increment Ordinance provides, in part, that ad valorem taxes, if any, arising from the levies upon taxable real property in the Redevelopment Project Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act, for each year after the effective date of the Real Estate Tax Increment Ordinance (i.e., commencing with the year beginning in January 1, 1987) until the Project costs and obligations issued in respect thereto have been paid, which are attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Project Area as certified by the Cook County Clerk, all as provided in Sections 11-74.4-8 and 11-74.4-9 of the Act (hereinafter the "Real Estate Tax Increment") shall be allocated to and when collected shall be paid to the City Treasurer who shall deposit the Real Estate Tax Increment in a special fund entitled "1986 Edgewater Redevelopment Project Area Special Tax Allocation Fund" (the "Special Fund") for the purpose of paying redevelopment project costs and obligations incurred by the City.

The parties agree that tax increment allocation financing implemented in accordance with the terms and provisions of the Act shall be the primary source of funding for the T.I.F. Funded Redevelopment Project Costs, provided, however, Developer shall pay the amount to which the actual T.I.F. Funded Redevelopment Project Costs described in (Sub)Exhibit C exceed the T.I.F. Funds. The City agrees to execute a Redevelopment Tax Increment Note in favor of Developer, as payee, in an amount not to exceed One Million

One Hundred Thousand Dollars (\$1,100,000) (the "Redevelopment Note") in the form attached hereto as (Sub)Exhibit J.

Developer will advance all funds necessary to pay its contractors and subcontractors and other third parties as T.I.F. Improvements are performed or such T.I.F. Funded Redevelopment Project Costs are incurred; in turn, Developer shall be paid by the City for advancing all such funds necessary to pay such T.I.F. Funded Redevelopment Project Costs plus interest thereon by means of the Redevelopment Note, payable solely out of the Special Fund. The City hereby agrees to deposit into the Special Fund, and pledges the entirety of the Real Estate Tax Increment and the Special Fund to the payment of the Redevelopment Note. Because it is a special fund, deposits of the Real Estate Tax Increment into the Special Fund shall not be subject to the appropriation process of the City, and amounts deposited therein shall be disbursed in accordance with this Agreement and the Redevelopment Note without further action by the City.

Notwithstanding anything contained herein to the contrary, in the event the City dissolves the Special Fund pursuant to Section 11.02 herein below, the obligation of the City to make payments of principal and interest under the Redevelopment Note shall terminate and the Redevelopment Note shall be null, void and of no force and effect and any obligation to pay any remaining unpaid principal and accrued and unpaid interest shall be extinguished and cancelled. The Redevelopment Note and the obligation to pay the principal of and interest on the Redevelopment Note are limited obligations of the City and are payable solely from monies available in the Special Fund. The Redevelopment Note and the obligation to pay the principal of and interest on the Redevelopment Note do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision, and shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power.

11.02 Dissolution Of Special Fund.

Notwithstanding anything contained in this Agreement or in the Redevelopment Note to the contrary, the City shall pledge and maintain the Special Fund for the purposes stated herein until the first of the following to occur: (i) the failure of Developer to substantially perform the T.I.F. Improvements on or before 180 days from the date of execution of this Redevelopment Agreement; (ii) the payment in full of all principal and interest due on the Redevelopment Note; or (iii) the retirement of the Redevelopment Note on December 1, 2009.

If the Special Fund is dissolved pursuant to subsection (i) above, Developer shall, at its sole expense, upon written notice given by City to Developer, place those portions of the Property and adjacent public rights-of-way affected by any incomplete construction initiated by Developer in a sightly condition.

11.03 Payments Of Principal And Interest On The Redevelopment Note.

a. Interest on the Redevelopment Note. Interest on the Redevelopment Note shall accrue on the unpaid balance of the principal sum of the Redevelopment Note as follows:

(i) from the date of the Note until a Request for Verification described in Section 11.04 is approved by the Commissioner pursuant to said section, interest shall be at the rate of zero percent (0%); and

(ii) thereafter, and until the dissolution of the Special Fund pursuant to Section 11.02 above, interest shall be at the rate of eight and one-half percent (8-1/2%) per annum on that portion of T.I.F. Funded Redevelopment Project Costs set forth in a Request for Verification which is approved by the Commissioner pursuant to Section 11.04.

b. Payments of Principal and Interest; Payment Dates. The principal sum of the Redevelopment Note and interest thereon pursuant to Section 11.03 above shall be paid on an annual basis on January 1 of each year (except for the "Final Payment"), with a final payment (the "Final Payment") to be paid no later than December 1, 2009, after the full amount of the Real Estate Tax Increment attributable to the Project has been deposited in the Special Fund and to the full extent monies have been deposited and are available in the Special Fund.

All payments on account of the indebtedness evidenced by the Redevelopment Note, including the Final Payment, shall be first applied to interest on the unpaid principal balance and the remainder to principal.

The aforesaid annual payment shall commence on January 1 of the year following the issuance of a Certificate of Completion for the Project, to the extent monies are available in the Special Fund.

11.04 Request For Verification.

Payment to the Developer for T.I.F. Funded Redevelopment Project Costs shall be made based upon Requests for Verification submitted by the Developer to the Commissioner from time to time. With respect to Requests for Verification involving construction, the Commissioner shall be furnished with (i) Developer's sworn statement giving the name of all parties furnishing labor, materials and/or equipment, or property for construction of the T.I.F. Improvements and the amounts to be paid to such parties for such construction; (ii) a certificate from Developer's Project Engineer (the "Project Engineer") that, to the best of the Project Engineer's knowledge, information and belief, based on the Project Engineer's observations at the site and on the data comprising the Request for Verification, the T.I.F. Improvements have been substantially completed.

The Commissioner shall approve or disapprove a Request for Verification by written notice given to Developer within ten (10) business days after the delivery of the Request for Verification. In the event the Commissioner disapproves a Request for Verification, the Commissioner's written notice to Developer shall set forth the specific reasons for disapproval and Developer may resubmit the Request for Verification and the procedures for review and approval by the Commissioner set forth herein shall apply to all such resubmittals.

11.05 Warranties And Representations.

Each Request for Verification submitted by Developer to the Commissioner shall have incorporated therein a warranty by Developer that there are no material defects in design, materials or workmanship and that all construction has been performed in a good and workmanlike manner in accordance with the plans and specifications relating thereto, and in compliance with all applicable laws, ordinances and regulations. Notwithstanding the foregoing, Commissioner may withhold his approval of any Request for Verification if, and so long as, Developer is in material default of any related material agreement with the City in connection with the redevelopment of the Shopping Center or any other portion of this Agreement or the Redevelopment Plan.

11.06 Modifications To T.I.F. Improvements.

Developer may, with the prior written approval of Commissioner, reduce excess costs by modifying the T.I.F. Improvements, provided that there is full compliance with the Redevelopment Plan and the Act.

11.07 Title Insurance.

At Developer's expense, Developer shall provide the City with a commitment for an owner's title insurance policy naming the City or the appropriate title holder as insured in a nominal amount covering the portion of the Redevelopment Project Area owned by the City or upon which T.I.F. Improvements are to be constructed. Said commitment shall be later dated at the time of each request for payment or reimbursement.

11.08 Opinions.

The City shall deliver to Developer an opinion from the Corporation Counsel, in a form acceptable to the Developer's attorney, providing, inter alia, that the Redevelopment Note is a valid and binding commitment of the City, fully enforceable in accordance with its terms, and shall request an opinion from a nationally recognized bond counsel that interest under the Note is exempt from federal income taxation.

*XII.**Developer's Obligation
To Obtain Other Financing.*

12.01 Bank Financing.

Developer agrees to procure no less than \$5,900,000.00 from National Bank of Canada ("Bank") or another lender acceptable to the City for the construction of the Shopping Center as contained in a loan commitment dated November 30, 1988, or as may otherwise be acceptable to the City.

12.02 Equity Financing.

Developer agrees to contribute a minimum in equity funds for the Project as may be required by the Bank, or as may be necessary to complete the Project.

12.03 Default.

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

*XIII.**Performance.*

13.01 Time Of The Essence.

Time is of the essence of this Agreement.

13.02 Delay.

For the purposes of any of the provisions of this Agreement, neither the City nor Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually

adverse weather condition such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or quantity for an abnormal duration, tornadoes or cyclones and other like event or condition beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge the respective obligations hereunder; nor shall either the City or Developer be considered in breach of, or default in its obligations under this Agreement in the event of any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or proceedings challenging the authority or right of the City to act under the Redevelopment Plan, any of the Ordinances, or perform under this Agreement or challenging the authority of the City to vacate any streets or alleys as herein provided. The City shall diligently contest any such proceedings and any appeals therefrom. The City may settle a contested proceeding at any point, so long as the settlement results in the City's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional obligations on Developer or increase its obligations under this Agreement. Provided, however, that the party seeking the benefit of the provisions of this Section 13.02 shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension for the period of the enforced delay.

13.03 No Waiver By Delay.

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

13.04 Breach.

Upon a breach of this Agreement, either of the parties in any court of competent jurisdiction, by any action or proceedings at law or in equity, may secure the specific performance of the covenants and agreements herein contained or may be awarded damages for failure of performance or both. Before any failure of any party to this

Agreement to perform its obligations hereunder shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

13.05 Inspection Rights.

Any duly authorized representative of the City, at all reasonable times, shall have access to the Property for the purpose of confirming Developer's compliance with the Agreement.

XIV.

Indemnity.

Developer hereby agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including without limitation, attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the failure of Developer to perform its obligations under this Agreement or (ii) the failure of Developer or any contractor to pay contractors, subcontractors, or materialmen in connection with the T.I.F. Improvements of the Shopping Center or (iii) material misrepresentations or omissions in the Redevelopment Plan, this Agreement or any financing documents related thereto which are the result of information supplied or omitted by the Developer or by agents, employees, contractors, or persons acting under the control or at the request of the Developer, or (iv) the failure of Developer to cure any misrepresentations or omissions in this Agreement or any other agreement relating hereto.

XV.

Insurance.

Developer agrees to provide the City with all policies of insurance which the City may reasonably require, in forms, coverage, companies and amounts satisfactory to the City, including without limitation, comprehensive liability, workmen's compensation and builder's risk insurance coverage naming the City as an additional insured on said policies.

XVI.

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

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

XVII.

Real Estate Tax.

17.01 Acknowledgment Of Taxes.

Developer agrees:

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

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

17.02 No Exemption.

With reference to the assessment of the Property and the Project or any part thereof, neither Developer nor any assignee or transferee of, or successor in interest to Developer shall for any year that the Redevelopment Note is outstanding, apply for, seek, or authorize

any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)).

17.03 No Reduction.

Neither Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to, Developer shall for any year referred to in (Sub)Exhibit E attached hereto directly or indirectly, initiate, apply for, or seek to lower the assessed values below the amount of the Minimum Assessed Value as shown in (Sub)Exhibit K while the Redevelopment Note is outstanding.

17.04 No Objections.

Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to Developer or the Trust shall object for any year referred to in (Sub)Exhibit E or for any year that the Redevelopment Note is outstanding object to or in any way seek to prevent, on procedural or any other grounds, the filing of any underassessment complaint with, and full participation in all related proceedings before, the Cook County Assessor or the Cook County Board of Appeals, by either the City, or by any taxpayer.

17.05 Understanding Of The Parties.

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

17.06 Covenants Running With Land.

The parties agree that the restrictions contained in this Section 17 are covenants running with the land and a memorandum thereof shall be recorded with the Cook County Recorder of Deeds. These restrictions shall be binding upon Developer, and its agents, representatives, tenants, lessees, successors, assigns or transferees from and after the date hereof; provided, notwithstanding any provision herein to the contrary, that the covenants shall be null and void if and when the Redevelopment Note has been paid or otherwise cancelled. Developer agrees that any sale, conveyance or transfer of title to all or any portion of the Property from and after the date hereof shall be made subject to such

covenants and restrictions. The Trust and Developer further agree, that to the extent either of them is obligated to pay any portion of the real estate tax bills for the Property, they shall pay such taxes promptly before the date of delinquency of such tax bills.

XVIII.

City Fees.

The City shall be paid a fee of \$100,000 out of T.I.F. Funds as a T.I.F. Funded Redevelopment Project Cost to reimburse various departments of the City for the cost of administration and monitoring of the construction of the T.I.F. Improvements, and legal and other expenses incurred by the City with respect to the T.I.F. Improvements.

XIX.

Restrictions.

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

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

XX.

Transfers And Encumbrances.

20.01 Prohibition Against Transfers.

Prior to the issuance of a certificate of completion for the T.I.F. Improvements and the Shopping Center, neither the Trust nor Developer shall make, create or suffer to be made

any sale, transfer, assignment, or conveyance with respect to this Agreement or the Property, or any part thereof or any interest therein, including without limitation, any transfer or assignment of the beneficial interest in the Trust or any part thereof, or contract or agree to do any of the same, without the prior written approval of the City, which approval may not be unreasonably withheld.

20.02 Limitation Upon Encumbrance Of Property.

Prior to the issuance of a certificate of completion for the T.I.F. Improvements and the Shopping Center, neither Developer, the Trust nor any successor in interest to the Property or the beneficial interest in the Trust shall engage in any financing or any other transaction creating any mortgage or other emcumbrance or lien upon the Property, except as specifically permitted in this Agreement.

XXI.

Covenants Running With The Land.

It is intended and agreed, that all covenants provided in this Agreement on the part of the Trust or Developer to be performed or observed shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the City, and any successor in interest to the Property, or any part thereof, and the owner of any other land (or of any interest in such land) in the Redevelopment Project Area which is subject to subject to the land use requirements and restrictions of the Redevelopment Plan.

XXII.

Amendment.

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

XXIII.

No Other Agreements.

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

XXIV.

Consent.

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

XXV.

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

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

XXVI.

Equal Employment Opportunity.

Developer, for itself and its successors, assigns, contractors, subcontractors, tenants and lessees, agrees that so long as the Redevelopment Note remains outstanding:

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

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

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

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

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

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

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

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

H. Simultaneously upon the execution and delivery of this Agreement, the parties hereto shall enter into a "First Source Agreement" to be substantially in the form attached hereto as (Sub)Exhibit L.

In reference to tenants with whom the Developer is negotiating leases prior to entry into the Redevelopment Agreement, the Developer has referred all said tenants to M.O.E.T. in order that M.O.E.T. may negotiate First Source Agreements with said Tenants and the Developer shall use its best efforts to cause said tenants to enter into First Source Agreements with M.O.E.T. prior to the execution of leases with said tenants.

In reference to tenants with whom the Developer negotiates leases subsequent to the entry into the Redevelopment Agreement, the Developer shall refer all said tenants to M.O.E.T. in order that M.O.E.T. may negotiate First Source Agreements with said tenants and the Developer shall use its best efforts to cause said tenants to enter into First Source Agreements with M.O.E.T. prior to the execution of leases with said tenants.

XXVII.

Mutual Assistance.

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

XXVIII.

Guaranty Of Completion.

Developer shall unconditionally and irrevocably guarantee the completion of the Project within 6 months after the execution of this Agreement.

XXIX.

Miscellaneous Provisions.

29.01 Definition Of "Developer" To Include "Trustee".

It is the intention of the parties that the word "Developer" as found herein shall be construed to mean "Trustee" as well.

29.02 Remedies Cumulative.

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

29.03 Disclaimer.

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

29.04 Notices.

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

If To City:

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

With Copies To: City of Chicago
Department of Law
Room 511, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

If To Developer: First National Realty and
Development Company, Incorporated
910 West Van Buren Street, Suite 700
Chicago, Illinois 60607

With Copies To: Samuel J. Polsky,
Polsky & Riordan Limited
1216 North LaSalle Street
Chicago, Illinois 60610

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

29.05 Paragraph Headings.

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

29.06 Counterparts.

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

29.07 Recordation Of Agreement.

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

29.08 Successors And Assignees.

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

29.09 Severability.

If any provision of the Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

29.10 Joint And Several Liability.

Developer and the Trust hereby jointly and severally agree to be directly, unconditionally and primarily liable to the City for the performance of Developer's obligations under the Agreement and agree that they may be the subject of the same or separate actions brought by the City to enforce the Developer's performance under this Agreement.

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

[Signature forms omitted for printing purposes.]

[(Sub)Exhibit "G" (Site Plan) printed on page 10874
of this Journal.]

(Sub)Exhibits "A" through "F", "G-1" and "H" through "L" attached to this Redevelopment Agreement read as follows:

(Sub)Exhibit "A"
To Redevelopment Agreement.

Legal Description.

Parcel 1.

Lots 19, 20 and 21 and the south 4 feet of Lot 22 in Block 10 in John Lewis Cochran's Subdivision of the west half of the northeast quarter of Section 8, Township 40 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2.

Lots 22 to 25 except the south 4 feet of Lot 22 and except the north 3 feet of Lot 25 in Block 10 in John Lewis Cochran's Subdivision of the west half of the northeast quarter, also that part of the vacated alley in said Block 10, lying north of Lot 22 in said Block 10 and east of Lots 23, 24 and the south 47 feet of Lot 25 in said Block 10, also Lot 27, except the north 53 feet thereof, in Block 10 of John Lewis Cochran's Subdivision of the west half of the northeast quarter, also Lot 28, except the north 53 feet and the east 20 feet thereof, in Block 10 of John Lewis Cochran's Subdivision of the west half of the northeast quarter, all in Section 8, Township 40 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois;

And

Lot 26 and the north 3 feet of Lot 25 and the north 53 feet of vacated alley between Lots 25, 26, and 27 and the north 53 feet of Lots 27 and 28 (except alley taken of Lot 28) all in Block 10 in John Lewis Cochran's Subdivision of the west half of the northeast quarter of Section 8, Township 40 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

(Sub)Exhibit "B"
To Redevelopment Agreement.

Legal Description Of The
Edgewater Tax Increment
Redevelopment Project Area.

Parcel I.

Lots 19, 20 and 21 and the south 4 feet of Lot 22 in Block 10 in John Lewis Cochran's Subdivision of the west half of the northeast quarter of Section 8, Township 40 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel II.

Lots 22 to 25 except the south 4 feet of Lot 22 and except the north 3 feet of Lot 25 in Block 10 in John Lewis Cochran's Subdivision of the west half of the northeast quarter; also that part of the vacated alley in said Block 10, lying north of Lot 22 in said Block 10 and east of Lots 23, 24 and the south 47 feet of Lot 25 in said Block 10; also Lot 27, except the north 43 feet thereof, in Block 10 of J. L. Cochran's Subdivision of the west half of the northeast quarter; also Lot 28, except the north 53 feet and the east 20 feet thereof, in Block 10 in John Lewis Cochran's Subdivision of the west half of the northeast quarter, all in Section 8, Township 40 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel III.

Lot 26 and the north 3 feet of Lot 25 and the north 53 feet of vacated alley between Lots 25, 26 and 27 and the north 53 feet of Lots 27 and 28, all in Block 10 in Cochran's Subdivision of the west half of the northeast quarter of Section 8, Township 40 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

Parcel IV.

Any contiguous alleys, streets and public rights-of-way including, but not limited to contiguous land which falls within North Broadway, contiguous land which falls within West Berwyn Street, and the land which is contiguous to the above described land and which falls within the right-of-way line for the elevated train lines directly to the east of the said land, including the intersection of North Broadway and West Berwyn Street and the intersection of said right-of-way and West Berwyn Street.

(Sub)Exhibit "C"
To Redevelopment Agreement.

T.I.F. Funded Redevelopment Project Costs.

Tenant Relocation	\$175,000
Demolition, Clearance, Removal, Infrastructure	190,000
Demolition of Building for C.T.A. Turnaround	280,000
C.T.A. Turnaround	300,000
Financing Costs	30,000
City Administrative	100,000
Bond Counsel Fees	<u>25,000</u>
Total Not To Exceed	\$1,100,000

(Sub)Exhibit "D"
To Redevelopment Agreement.

T.I.F. Improvements.

Site Preparation:

A.	Demolition, Foundation Removal and Dump Changes	200,000 cubic feet
B.	Engineer Fill Compacted in Existing Basement -- 4-inch Diameter Stones	5,000 tons
C.	Site Grading with Finished Layer -- 1/2-inch to 3 inch Stone Compacted	13,250 square feet
D.	Site Grading of Alley Including Removal of Existing Material Replaced with Finish	9,000 square feet
E.	Paved Alley	9,000 square feet

Public Improvements:

A.	Combination Curb and Gutter Removal	975 linear feet
B.	Concrete Sidewalk Removal	11,250 square feet
C.	New 5-inch P.C.C. Sidewalk	11,250 square feet
D.	New Curbouts (3 grade and paved)	280 square feet
E.	Asphalt Removal Full Depth	1,020 square feet
F.	Patch Bituminous Pavement to Match Existing	350 square feet
G.	Remove/Relocate Commonwealth Edison Service Pole	5 poles
H.	5-inch (Caliber) Tree	11

- I. Tree Grates 11
- J. Lightpole Removal, Replacement,
Refurbishing and Installation
of Conduit (B.O.E.) 7 poles

C.T.A. Cul-de-Sac:

- A. Specifications provided by C.T.A.

(Sub)Exhibit "E"
To Redevelopment Agreement.

Estimated Incremental Real Estate Taxes.

\$ 56,346	1990
\$125,084	1991
\$125,084	1992
\$125,084	1993
\$125,084	1994
\$125,084	1995
\$125,084	1996
\$125,084	1997
\$125,084	1998
\$125,084	1999
\$125,084	2000
\$125,084	2001

\$125,084	2002
\$125,084	2003
\$125,084	2004
\$125,084	2005
\$125,084	2006
\$125,084	2007

(Sub)Exhibit "F"
To Redevelopment Agreement.

Broadway Plaza Shopping Center.

Project Summary -- June 21, 1989.

Location: The center is located on Chicago's north lakefront on North Broadway, which is the main north/south throughfare and commercial street in the Edgewater/Uptown area, being well established with heavy concentration of retail and service establishments.

Broadway generates daily traffic counts of over 20,000 vehicles per day. There are approximately 380,000 people residing within a three mile radius of the subject location with an average household income of \$22,000 per year.

Zoned: C1-2

Description: Broadway Plaza consists of approximately 52,000 square feet of one-story retail structures with Silo Electronics store as anchor.

**Construction
Specifics:**

Broadway Plaza is constructed of concrete foundations with approximately 4 -- 6 inch concrete floor slabs. Exterior walls are concrete block with aluminum and glass store fronts.

Land Area:

Broadway Plaza consists of approximately 110,000 square feet, having a frontage of approximately 400 feet along North Broadway and 220 feet along West Berwyn Avenue and having a floor area coverage of 47.27.

Parking:

106 spaces -- 2.03/1,000 square feet.

*(Sub)Exhibit "G-1"
To Redevelopment Agreement.*

This Indenture, made this first day of March, A.D., 1990, by and between Chicago Transit Authority, a municipal corporation, party of the first part, called Lessor, and American National Bank and Trust Company under Trust Agreement dated _____, and known as Trust No. _____, party of the second part, called Lessee, _____.

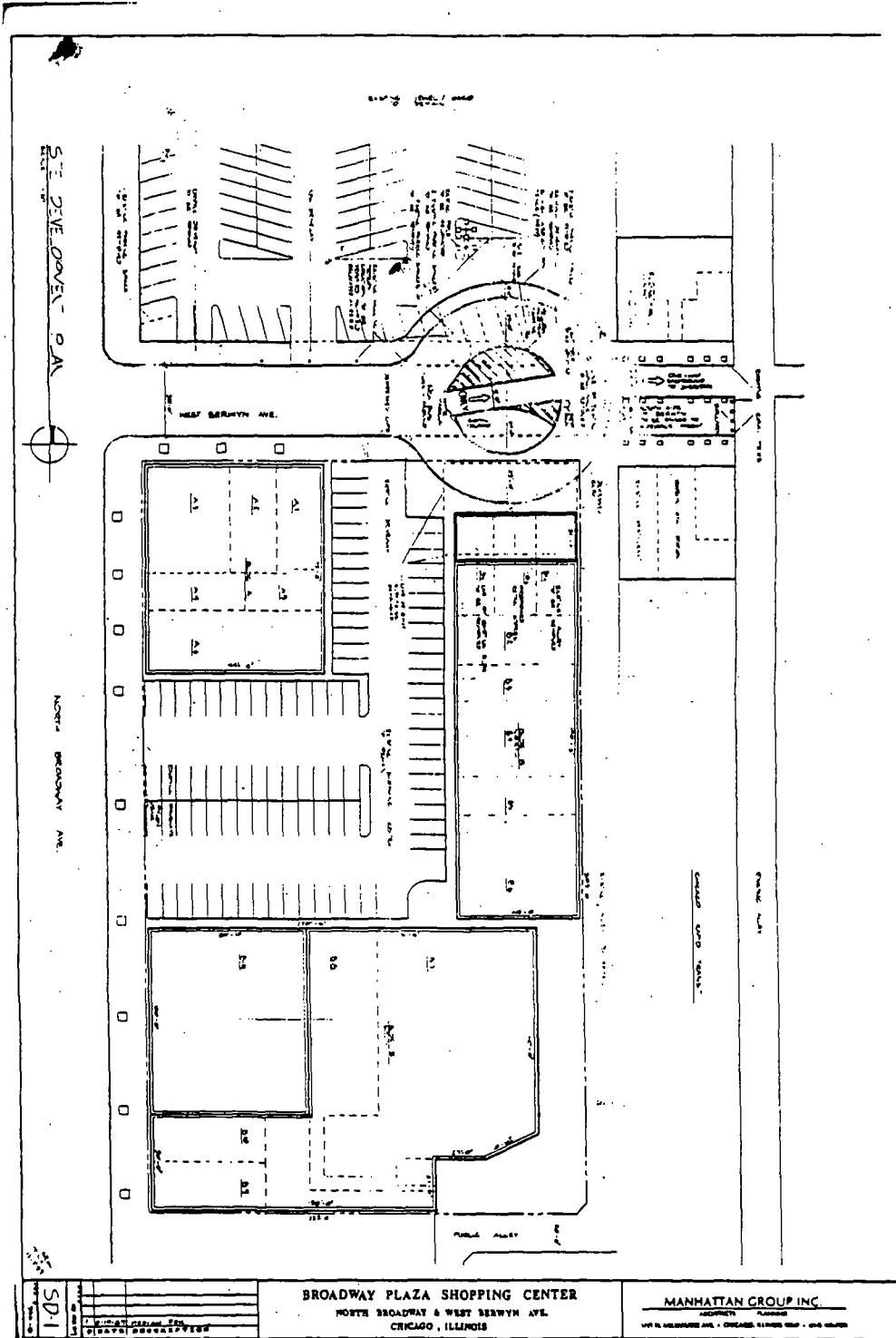
Witnesseth:

That said parties in consideration of the agreements hereinafter set forth to be kept and performed by said parties, respectively, have agreed and do hereby agree together as follows:

Section 1. Lessor has demised and leased and by these presents does demise and lease unto Lessee those premises in the County of Cook and State of Illinois, East of the Third Principal Meridian, described as follows:

(Continued on page 10875)

(Sub)Exhibit "G"
To Redevelopment Agreement
Site Plan.



(Continued from page 10873)

The properties commonly known as:

1116 West Berwyn Avenue, Chicago, Illinois;

1119-1/2 West Berwyn Avenue, Chicago, Illinois;

1120 West Berwyn Avenue, Chicago, Illinois; and

1121 West Berwyn Avenue, Chicago, Illinois

containing approximately 3,273 rental square feet and depicted on Exhibit A attached to this Lease.

To Have And To Hold said premises unto Lessee for and during the term beginning the first day of February, 1990, A. D., and ending the last day of January, 2000, A. D.

Section 2. Lessee agrees to pay to the Lessor as rent for said premises in lawful money of the United States of America, without deduction or abatement for any cause whatever, at such place in Chicago as Lessor from time to time in writing may appoint, and in default of such appointment at the office of Lessor in Chicago, the sum of _____ Dollars (\$ _____) in equal monthly installments of _____ Dollars (\$ _____) payable in advance on the first day of each and every month of said term. See rent schedule attached hereto.

~~(A) Security Deposit. To secure the faithful performance by Lessee of all the covenants, conditions and agreements in this Lease set forth and contained on the part of the Lessee to be fulfilled, kept, observed and performed, including, but without limiting the generality of the foregoing, such covenants, conditions and agreements in this Lease which become applicable upon the termination of the same by reentry or otherwise, Lessee has deposited herewith the sum of _____ Dollars (\$ _____) with Lessor as a Security Deposit and agrees to pay a sum equal to one month's rent if the existing security deposit is less than one month's rent on the understanding: (a) that such deposit or any part or portion thereof not previously applied, or from time to time, such one or more parts or portions thereof, may be applied to the curing of any default that may then exist, without prejudice to any other remedy or remedies which the Lessor may have on account thereof, and upon such application Lessee shall pay Lessor on demand the amount so applied which shall be added to the Security Deposit so the same may be restored to its original amount; (b) that Lessor, or its successor, shall not be obligated to hold said deposit as a separate fund, but on the contrary may commingle the sum with its other funds; (c) that if Lessee shall faithfully fulfill, keep, perform and observe all of the covenants, conditions and agreements in this Lease set forth and contained on the part of Lessee to be fulfilled, kept, performed and observed, the sum deposited or the part or portion thereof not previously applied, shall be returned to the Lessee without interest no later than thirty (30) days after the expiration of the term of this Lease or any renewal or extension thereof, provided~~

~~Lessee has vacated the leased premises and surrendered possession thereof to the Lessor at the expiration of said term or any extension or renewal thereof as provided herein; and (d) that Lessor on behalf of itself and its successors, reserves the right, at its sole option, to return to Lessee said deposit or what may then remain thereof at any time prior to the date when Lessor or its successors is obligated hereunder to return the same, but said return shall not in any manner be deemed to be a waiver of any default to the Lessee hereunder then existing not to limit or extinguish any liability of Lessee hereunder.~~

(B) In addition to any other provisions of this lease pertaining thereto, if said rent is not paid within five (5) days after due date, there will be a Twenty Dollar (\$20.00) per day penalty.

Rent:

- A. From February 1, 1990 to January 31, 1995, the sum of Sixteen Thousand Three Hundred Sixty-three and no/100 Dollars (\$16,363.00) per annum in equal monthly installments of One Thousand Three Hundred Sixty-three and 75/100 Dollars (\$1,363.75) payable in advance on the first day of each and every month during such term.
- B. From February 1, 1995 to January 31, 2000, the rental amount which shall be payable in equal monthly installments shall be in an amount which is equivalent to the fair market rental value of the premises, inclusive of any and all improvements then existing on the premises, as determined by written agreement of Lessor and Lessee.

Should Lessor and Lessee fail to reach an agreement in writing as to the fair market rental value of the premises, inclusive of any and all improvements then existing on the premises, on or before May 1, 1994, either party may by notice to the other party, submit the issue to two qualified M.A.I. or S.R.E.A. real estate appraisers with experience in appraising leasehold interests, one to be appointed and compensated by Lessee and the other to be appointed and compensated by Lessor. If the two appraisals are within 15% of each other, then an average of the two appraisals shall be used for the fair market rental value of the premises, inclusive of any and all improvements then existing on the premises. If the two appraisals differ by more than 15%, then the two appraisers shall appoint a third appraiser chosen from a list of three appraisers designated by the National Headquarters of the American Institute of Real Estate Appraisers. The three appraisers so appointed shall then estimate the fair market rental value of the premises, inclusive of any and all improvements then existing on the premises. The decisions of the appraisers, or a majority of them, shall be binding upon the parties. If the appraisers, or a majority of them, cannot agree on the fair market rental value of the premises, inclusive of any and all improvements then existing on the premises, the fair market rental value shall be determined by adding all three estimates of fair market rental value and dividing the total of all three estimates by the number three. Lessee agrees to provide true and correct copies of all subleases of the premises as well as statements, certified

by Lessee, showing all expenses and income paid or incurred by Lessee in connection with the premises since the beginning of this Lease. If appropriate, the fair market rental value agreed upon by Lessee and Lessor or determined by the appraisers as described above, may include periodic increases in fair market rental value during the applicable period. Lessor agrees to allow Lessee to deduct from the amount of rent to be paid (as determined under either of the aforementioned methods) for the premises during the period February 1, 1995 to January 31, 2000, an amount of Five Dollars (\$5.00) per square foot of rentable space to allow Lessee to realize a return on and of Lessee's investment.

Option To Extend:

Lessor hereby grants to Lessee the right, privilege and option to extend the Lease for one (1) additional ten (10) year period upon the same terms and conditions as herein contained, except as to rent which shall be adjusted as provided for hereinafter, upon notice in writing to Lessor of Lessee's intention to exercise the option, given at least ninety (90) days prior to the expiration of the initial term.

- A. The rental amount for the period February 1, 2000 to January 31, 2005, shall be equivalent to the fair market rental value of the premises demised hereunder, inclusive of all improvements then existing on the premises, as determined by written agreement of Lessor and Lessee. In the event Lessor and Lessee are unable to agree on the fair market rental value then either party may utilize the procedures established in paragraph B above for determining such fair market rental value.
- B. The rental amount for the period February 1, 2005 to January 31, 2010, shall be equivalent to the fair market rental value of the premises demised hereunder, inclusive of all improvement then existing on the premises, as determined by written agreement of Lessor and Lessee. In the event Lessor and Lessee are unable to agree on the fair market rental value then either party may utilize the procedures established in paragraph B above for determining such fair market rental value.

Lessor agrees to allow Lessee a deduction of Five Dollars (\$5.00) per square foot of rental space during the option period to allow Lessee to realize a return on and of Lessee's investment.

Section 3. (a) Lessee shall pay, as additional rent, all water rents and gas, light, power and other bills and charges, including any and all charges by the City of Chicago or other

competent authority for or on account of the inspection of said premises, charged upon said premises and upon any and all business carried on thereon or upon the Lessor as the owner of said premises for and during the term hereof; and if such water rents or other charges shall not be taxed upon said premises separately, but upon premises of which they are a part, then Lessee shall pay an equitable part thereof, and the determination of such equitable part by the Lessor shall be binding and conclusive upon the parties hereto.

This agreement of Lease is hereby made subject to the limitations, conditions and provisions of any ordinance of the City of Chicago, or any other municipality, now or hereafter in force relating to the rights of the Chicago Transit Authority, its lessees, successors or assigns, to construct or to maintain and operate a system of street railways in the streets and public ways of said City, or other municipality.

(b) Lessee shall pay in addition to the rental for said premises all general taxes or special assessments, if any, assessed against or levied upon the said premises or upon Lessee.

(c) Lessee also agrees to pay all taxes assessed against his leasehold.

(d) If present electrical service to the premises is inadequate for Lessee's type of use, Lessee shall obtain from Commonwealth Edison, at Lessee's expense, adequate electrical service.

(e) Lessee in performing any act or service permitted under this Lease, shall not discriminate against any worker, employee or any member of the public, because of race, creed, color, religion, age, sex, national origin or physical and mental handicap. Any breach of this covenant may give the Lessor grounds for termination of this Lease.

(f) It is a condition of this Lease that Lessee shall furnish a certified copy of the Land Trust Agreement including the full disclosure of beneficiaries.

(g) Lessee shall furnish evidence of payment of all additional rent items described in paragraphs 3(a), (b) and (c), as well as a copy of the Redevelopment Agreement.

(h) Insurance.

(i) Throughout the lease term, at Lessee's sole cost and expense, Lessee shall keep or cause to be kept in force, for the mutual benefit of Lessor and Lessee, insurance on the premises and all improvements located thereon against loss or damage by fire and such other risks as are now or hereafter included in an extended coverage endorsement in common use for commercial structures, including vandalism and malicious mischief. The amount of the insurance (umbrella on an "all risk" basis) shall be sufficient to prevent either Lessor or Lessee from becoming a co-insurer under the provisions of the policies, but in no event shall the amount be less than 90% of the then actual replacement cost.

(ii) Throughout the Lease Term, Lessee at Lessee's sole cost and expense, shall keep or cause to be kept in force, for the mutual benefit of Lessor and Lessee, comprehensive

broad form general public liability insurance against claims and liability for personal injury, death, or property damage arising from the use, occupancy, disuse, or condition of the premises, improvements, or adjoining areas or ways, providing protection of at least \$1,000,000 for any one accident or occurrence, at least \$200,000 for property damage.

(iii) All insurance shall be carried only in responsible insurance companies licensed to do business in the State of Illinois, and with a financial rating of at least A + Class XII Status, as rated in the most recent edition of Best's Insurance Reports. All such policies shall be issued as a primary policy, shall be nonassessable and shall contain language, to the extent obtainable, to the effect that (a) any loss shall be payable notwithstanding any act or negligence of Lessor that might otherwise result in a forfeiture of the insurance, (b) the insurer waives the right of subrogation against Lessor and against Lessor's agents and representatives, (c) the policies are primary and noncontributing with any insurance that may be carried by Lessor, and (d) they cannot be cancelled or materially changed except after 30 days' notice by the insurer to Lessor or Lessor's designated representative. Lessee shall furnish Lessor with copies of all such policies promptly on receipt of them, or with certificates evidencing the insurance. Before commencement of this Lease, Lessee shall furnish Lessor with binders representing all insurance required by this Lease. Lessee shall deliver any renewal or replacement policy at least 30 days before expiration or other termination of the existing policy.

If Lessee fails or refuses to procure or to maintain insurance as required by this Lease or fails or refuses to furnish Lessor with required proof that the insurance has been procured and is in force and paid for, Lessor shall have the right, at Lessor's election and without notice, to procure and maintain such insurance. The premiums paid by Lessor shall be treated as added rent due from Lessee with interest at the rate of 18 per cent per annum, to be paid on the first day of the month following the date on which the premiums were paid.

(iv) Lessee at its sole cost and expense, shall at Lessor's request keep or cause to be kept other insurance, in amounts from time to time reasonably required by Lessor, against other insurable risks if at the time they are commonly insured against for premises similarly situated and containing comparable improvements.

Section 4. Lessor, at its option, shall have the right, without obligation to inquire into the validity thereof, at all times to pay any taxes, assessments, water rents or other charges herein agreed to be paid by Lessee, which shall remain unpaid after becoming payable, and to pay and redeem said premises from all sales, liens, charges and claims arising therefrom, and the amount so paid by Lessor, including reasonable expenses, shall be so much additional rent due from Lessee to Lessor upon demand after any such payments, and all sums so paid by Lessor shall bear interest at the rate of eighteen percent (18%) per annum from the date of such payment until paid.

Section 5. Construction, Repairs and Improvements. Before any major work of construction, alteration or repair (as defined in Section 5(i)) is commenced on the Premises, and before any building material have been delivered to the Premises by Lessee or under Lessee's authority, Lessee shall comply with all the following conditions or procure Lessor's written waiver of the condition or conditions specified in the waiver:

(a) Lessee shall deliver to Lessor for Lessor's approval two sets of construction plans and specifications prepared by an architect or engineer licensed to practice as such in the State of Illinois, sufficient, in Lessor's sole judgment, to enable potential contractors and subcontractors to make reasonably accurate bid estimates and to enable Lessor to make an informed judgment about the design, quality and scope of construction. Lessor's failure to disapprove plans and specifications within 45 business days after delivery to Lessor shall be deemed approval.

(b) Once the plans are approved by Lessor, Lessee shall submit them to the appropriate governmental agencies for approval, and deliver to Lessor one complete set as approved by the governmental agencies. Upon completion of the work, Lessee shall furnish Lessor with a Certificate of Occupancy from the appropriate governmental agencies.

(c) Lessee shall procure and deliver to Lessor at Lessee's expense evidence of compliance with all then applicable codes, ordinances, regulations and requirements for permits and approvals, including but not restricted to building permits, zoning and planning requirements and approvals from various governmental agencies and bodies having jurisdiction.

(d) Lessee shall deliver to Lessor such builder's risk and other insurance as Lessor may reasonably require.

(e) Once the work is begun, Lessee shall with reasonable diligence prosecute to completion all construction of improvements, additions, or alterations. All work shall be performed in a good and workmanlike manner, shall substantially comply with plans and specifications submitted to Lessor as required by this Lease and shall comply with all applicable governmental permits, laws, ordinances and regulations.

(f) Lessee shall not suffer or permit to be enforced against the Premises or any part of it any mechanic's, materialman's, contractor's, or subcontractor's lien arising from any work of improvement, however it may arise, provided, however, that Lessee may advise its title insurer to insure over any such lien.

(g) Lessee shall defend and indemnify Lessor against all liability and loss of any type arising out of work performed on the premises by Lessee, together with reasonable attorneys' fees and all costs and expenses incurred by Lessor in negotiating, settling, defending, or otherwise protecting against such claims, except to the extent such are caused by the negligence of Lessor.

(h) Lessor's approval is not required for Lessee's minor repairs, alterations, or additions. "Minor" means a construction cost not exceeding \$10,000 per store. "Construction cost" includes the cost of labor, materials and reasonable profit to general contractor and subcontractors for any demolition and any removal of existing improvements or parts of improvements as well as for preparation, construction and completion of all new improvements or parts of improvements. "Major" repairs, alterations, or additions are those not defined as minor above or which alter any of the structural components of the building.

(i) At the termination of this Lease, by lapse of time, or otherwise, all improvements, alterations, repairs and restorations to the premises shall become the exclusive property of Lessor or its successor.

Section 6. (a) Lessee knows the condition of the demised premises and receives them "as is"; no representations as to their condition or repair, past, present or future, have been made by Lessor.

(b) Lessor shall at no time during the term hereof be at any expense or have any duty whatever with regard to any repairs, improvements, changes, additions or alterations in, to or about the demised premises or the demised building, but Lessee shall at all times during the term hereof, at his own expense, make all repairs, improvements, changes, additions and alterations in, to and about the demised premises and the demised building so that they shall at all times during said term be and be maintained in full compliance with the laws and ordinances which are now or which may hereafter become effective and in accordance with all valid orders of any lawful authority. If Lessee shall at any time fail promptly to perform any such order, it may be performed by Lessor, and the cost thereof to Lessor shall be so much additional rent due and payable from Lessee to Lessor upon demand, with interest at the rate of eighteen percent (18%) per annum from the date of incurring such cost until paid.

(c) Lessee, at all times during the term hereof, shall keep and maintain the demised building and all parts thereof, well protected against damage by weather and the elements generally, and Lessee's duty in this regard shall include placing and keeping in good condition and repair the roofs, skylights, gutters, downspouts, drains and outer doors and windows belonging to or serving the demised building; provided, however, that the Lessor shall be responsible for damage caused by its trains or vehicles.

(d) In the use, maintenance, repair and policing of said premises, adjoining public places, and vaults, catchbasins and sewers thereon, therein or adjacent thereto, Lessee shall carry out the requirement of all applicable laws and regulations. Lessee shall do or suffer no act to injure the reputation of said premises or to disturb or offend the neighborhood.

Section 7. No package liquor store shall be allowed on the premises. In the event liquor is served on the premises, Lessee shall provide evidence of dramshop insurance, which insurance shall have the Lessor as an additional insured.

Without Lessor's prior approval, Lessee shall not place or allow to be placed any signs or placards on the demised building or that are visible (either from the exterior of the building or from the interior common area) from outside the premises, which approval will not be unreasonably withheld. There shall not be kept or used on said premises naphtha, benzine, benzole, gasoline, benzine- varnish or any product either in whole or in part of either (except in such quantity and under such conditions as the Chicago Board of Underwriters may permit without extra charge) or gunpowder, fireworks, nitroglycerine or other explosive or inflammable material; and none of above or like substances shall be generated or evaporated upon said premises.

Section 8. Lessee agrees to save Lessor forever harmless from every penalty, claims, loss, cost damage, attorney's fees and expense resulting from any failure of observance of any provision of this Lease to be performed by or on behalf of Lessee, or so resulting from any accident or other occurrence happening at any time during the term hereof, due, proximately or remotely, to the condition or maintenance of said premises or any machinery, pipes, wires, conductors, drains, sewers, elevators, apparatus or other appurtenances in, on, above, below or about said premises or to the management, use or operation thereof, or of any part thereof, by Lessee or any person holding under him, or by any contractor, laborer, servant or volunteer working or being upon or about said premises except to the extent such are caused by the negligence of Lessor.

Section 9. (a) Lessor shall not be liable for any damage or expense in any way resulting from the bursting, leaking or running of any cistern, tank, wash-stand, water-closet or pipe in, above, below or about said premises; or from water, snow or ice being upon or coming through roof, skylight, trap door, window or other opening or from the condition, maintenance, management, use or operation of said premises, or of any machinery, pipes, wires, conductors, drains, sewers, elevators or other apparatus or appurtenances in, on, above, below or about said premises; or from the acts or neglect of co-tenants or other occupants, if any, of the same building in which the demised premises are located or of any owners, occupants or users of property other than said premises.

(b) Lessor shall not be liable for damages to Lessee arising from any act of a third party or from the dispossession of Lessor or Lessee by third party, or from any act not the act of Lessor; but no rent shall accrue while Lessee shall be so dispossessed.

~~(c) In case said premises shall be rendered untenable by fire or other casualty, the Lessor may elect at any time within thirty days after adjustment of any insurance claim arising from such fire or other casualty whether it will repair said premises using the proceeds of any insurance against fire or such casualty as may be carried by Lessee and shall give the Lessee notice in writing of such election. Should the Lessor elect not to repair said premises, or should it fail to give the Lessee notice in writing within thirty days of such election, or should said premises be destroyed by fire or other casualty, the term of this Lease shall cease and determine and any unearned rent paid in advance by Lessee shall be refunded. In case the damaged premises are repaired or restored by Lessor, a just proportion of the rent provided herein shall abate until said premises are repaired or restored to a proper condition for Lessee's use and occupancy.~~

Section 10. Lessor shall have free access to the demised premises or any structures of the Lessor therein or thereover at all reasonable times to examine or exhibit them, or to make repairs or alterations. Lessor may place upon said premises at all times, notice that the premises are or will be for rent or for sale.

Section 11. Lessor shall be under no obligation as to heating, lighting or furnishing power to said premises or to provide any other services to the Premises.

Section 12. It is agreed and notice is hereby given that no contract, transfer, assignment, mortgage, judgment, mechanic's or other lien or liens shall in any manner or degree affect the title or estate of Lessor in the demised premises.

Section 13. [Intentionally omitted]

Section 14. Lessee agrees at the termination of this Lease, by lapse of time or otherwise, to yield up to Lessor immediate possession of said premises, in good condition and repair and, failing so to do, to pay per day as liquidated damages, but not as penalty, for the whole time such possession is withheld, four (4) times the highest pro rata daily rental herein reserved, but the receipt of said liquidated damages or any other act in apparent affirmance of the tenancy shall not operate as a waiver of the right to forfeit this Lease for the period still unexpired, for any breach of any of the covenants herein.

Section 15. (a) Lessee's Default. Each of the following events shall be a default by Lessee and a breach of this Lease:

(i) Abandonment or surrender of the premises or any of the leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this Lease to be paid by Lessee or to perform as required or conditioned by any other covenant or condition of this Lease.

(ii) The subjection of any right or interest of Lessee to attachment, execution, or other levy, or to seizure under legal process, if not released within one day.

(iii) The appointment of a receiver to take possession of the premises or improvements or of Lessee's interest in the leasehold estate or of Lessee's operations on the Premises for any reason, including without limitation, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings.

(iv) An assignment by Lessee for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending time for payment, adjustment, or satisfaction of Lessee's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceedings, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within two days after the assignment, filing, or other initial event.

(b) Notice and Right to Cure. Notwithstanding any contrary provisions in this Lease, it is agreed that the word "default" in this Lease includes breach. As a precondition to pursuing any remedy for an alleged default by Lessee, Lessor shall, before pursuing any remedy for an alleged default by Lessee, give notice of default to Lessee. If the alleged default is non-payment of rent, taxes, or other sums to be paid by Lessee, Lessee shall have 5 days notice to cure the default. For the cure of any other default, Lessee shall promptly and diligently after the notice, commence curing the default and shall have 20 days after notice is given to complete the cure.

After expiration of the applicable time for curing a particular default, or before the expiration of that time in the event of emergency, Lessor may at Lessor's election, but is not obligated to, make any payment required of Lessee under this Lease or perform or comply

with any covenant or condition imposed on Lessee under this Lease and the amount so paid plus the reasonable cost of any such performance or compliance, plus interest on such sum at the rate of 18% per annum from the date of payment, performance, or compliance ("act"), shall be deemed to be additional rent payable by Lessee with the next succeeding installment of rent. No such act shall constitute a waiver of default or of any remedy for default or render Lessor liable for any loss or damage resulting from such an act.

(c) Lessor's Remedies. If any default by Lessee shall continue uncured for the period applicable to the default under the applicable provision of this Lease, Lessor has the following remedies in addition to all other rights and remedies provided by law or equity, to which Lessor may resort cumulatively or in the alternative:

(i) Lessor may at Lessor's election terminate this Lease by giving Lessee notice of termination. On the giving of the notice, all Lessee's rights in the premises and in all improvements shall terminate. Promptly after notice of termination, Lessee shall surrender and vacate the premises and all improvements then located thereon in broom-clean condition, and Lessor may re-enter and take possession of the Premises and all remaining improvements and eject all parties in possession or eject some and not others or eject none. Termination under this section shall not relieve Lessee from the payment of any sum then due to Lessor or from any claim for damages previously accrued or then accruing against Lessee.

(ii) Lessor may at Lessor's election re-enter the premises, and, without terminating this Lease, at any time and from time to time relet the premises and improvements or any part or parts of them for the account and in the name of Lessee or otherwise. Lessor may, at Lessor's election, eject all persons or eject some and not others or eject none. Lessor shall apply all rents from reletting as in the provision on assignment of subrents. Any reletting may be for the remainder of the lease term or for a shorter period. Lessor may execute any leases made under this provision either in Lessor's name or in Lessee's name and shall be entitled to all rents from the use, operation, or occupancy of the premises or improvements or both.

Lessee shall nevertheless pay to Lessor on the due dates specified in this Lease the equivalent of all sums required of Lessee under this Lease, plus Lessor's expenses, less the avails of any reletting or attornment. No act by or on behalf of Lessor under this provision shall constitute a termination of this Lease unless Lessor gives Lessee notice of termination.

(iii) Lessor may at Lessor's election use Lessee's personal property and trade fixtures of any of such property and fixtures without compensation and without liability for use or damage, or store them for the account and at the cost of Lessee. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item or for the same item at a later time.

(iv) Lessor shall be entitled at Lessor's election to each installment of rent or to any combination of installments for any period before termination, plus interest at the rate of 18% per annum from the due date of each installment. Avails of reletting or attorned subrents shall be applied, when received, as follows: (a) to Lessor to the extent that the

avails for the period covered do not exceed the amount due from and charged to Lessee for the same period, and (b) the balance of the Lessee.

(v) Lessee assigns to Lessor all subrents and other sums falling due from subtenants, licensees and concessionaires ("subtenants") during any period in which Lessor has the right under this Lease, whether exercised or not, to re-enter the premises for Lessee's default, and Lessee shall not have any right to such sums during that period. Lessor may at Lessor's election re-enter the premises and improvements without terminating this Lease, and either or both collect these sums or bring action for the recovery of the sums directly from such obligors. Lessor shall receive and collect all subrents and avails from reletting, applying them first, to the payment of reasonable expenses (including attorneys' fees or brokers' commissions or both) paid or incurred by or on behalf of Lessor in recovering possession, placing the premises and improvements in good condition, and preparing or altering the premises or improvements for reletting; second, to the reasonable expense of securing new lessees; third, to the fulfillment of Lessee's covenants to the end of the lease term; and fourth, to Lessor's uses and purposes. Lessee shall nevertheless pay to Lessor on the due dates specified in this Lease the equivalent of all sums required of Lessee under this Lease, plus Lessor's expenses, less the avails of the sums assigned and actually collected under this provision. Lessor may proceed to collect either the assigned sums of Lessee's balances or both, or any installment or installments of them, either before or after expiration of the lease term, but the period of limitations shall not begin to run on Lessor's payments until the due date of the final installment to which Lessor is entitled nor shall it begin to run on the payments of the assigned sums until the due date of the final installment due from the respective obligors.

Section 16. Notices of Lessor to Lessee hereunder may be served by mailing such copy to Lessee at First National Realty and Development Company, Incorporated, 415 North LaSalle Street, Chicago, Illinois 60610.

Notices by Lessee to Lessor may be served by leaving a copy thereof with or mailing such copy to Lessor in care of its General Attorney, at Merchandise Mart Plaza, Chicago, Illinois 60654, provided that either party may from time to time by written notice to the other party, change the address to which notices by mail shall be sent.

Section 17. [Intentionally omitted.]

Section 18. In case of the termination of this Lease by lapse of time, default or by the notice provided for in Section R-3 hereof, or from any other cause whatsoever, all additions, extension, alterations and improvements to and upon the premises, whether made by Lessor or Lessee, shall be and remain the property of Lessor without any obligation whatsoever upon Lessor to pay or allow to Lessee any compensation or credit therefor, except as hereinafter expressly stated.

Section 19. [Intentionally omitted.]

~~Section 20. Lessee hereby constitutes any attorney of any Court of Record of this State, attorney for him, in his name, on default by him of any of the covenants herein, to enter his appearance in such Court, waive process of service thereon and trial by jury, and confess judgment against him in favor of Lessor for forcible detainer of said premises with costs of said suit; and for any rent which may be due to Lessor, with costs and reasonable attorneys' fees; and to waive all errors and rights of appeal, and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately, Lessee hereby expressly waiving all right to any notice or demand under any statute of this State, relating to forcible entry and detainer.~~

After the service of any notice or the commencement of a suit or after final judgment for possession of said premises, Lessor may receive and collect any rent due without waiving or affecting said notice, suit or judgment.

Section 20. Subject to the provisions and limitations of Section R-4 the grants, covenants, agreements, terms, stipulations and provisions herein contained shall inure to the benefit of and be binding upon the parties themselves, and their respective successors, representatives and assigns, whether such representatives, successors and assigns become such by voluntary transfer or by operation of law; and whenever in this Lease a reference is made to Lessor or Lessee herein such reference shall be deemed to include, wherever the context admits, a reference to their respective successors, representatives and assigns.

Section 21. This Lease is subject to the provisions of the Rider consisting of three (3) pages attached hereto and incorporated herein by this reference.

All pronouns herein referring to Lessee shall be read and construed as if they were of the gender and number appropriate to the party of the second part. The term "demised building" shall be construed to cover all buildings upon the demised premises with additions, extensions, alterations and improvements as existing at time to which context refers.

In Witness Whereof, The parties hereto by themselves or by their proper officers have hereunto set their names and seals the day and year first above written.

[Signatures forms omitted for printing purposes.]

[Exhibit "A" attached to this (Sub)Exhibit "G-1" unavailable
at time of printing.]

Rider attached to this (Sub)Exhibit "G-1" reads as follows:

*Rider Attached Hereto And Made A Part Hereof That Certain
Lease Dated The First Day Of March, 1990 By And
Between Chicago Transit Authority, A Municipal
Corporation ("Lessor") And American National
Bank And Trust Company Under Trust
Agreement Dated _____
And Known As Trust No. _____
("Lessee") _____.*

R-1. Lessee is renting only the premises described in Section 1 hereof and shall not place or permit to be placed any structures, obstructions or items outside of the premises or operate any business outside of the premises. Lessee, in the use or operation of the premises shall not in any way interfere with or infringe upon the operation of the transit station.

R-2. Lessor shall permit and Lessee shall cause to be made at Lessee's sole cost and expense those improvements, renovation and repairs set forth on Exhibit A attached hereto. All such improvements shall be made in a good workmanlike manner with materials of the highest quality and in accordance with Section 5 of this Lease. Said improvements shall be commenced as soon as reasonably possible and shall be completed by _____. In no way shall the work unreasonably interfere with the operation of the transit station.

R-3. Lessor, at any time, may terminate this Lease if Lessor requires the use of the premises for transit purposes (but not for the use of any other party other than the C.T.A. itself or its affiliates) upon at least 180 days prior written notice to Lessee; provided that in such event Lessee shall be repaid its unamortized cost of tenant improvements, based on a 10 year life.

R-4. Lessee shall not, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, assign or hypothecate this Lease or permit the use of the premises by any party other than Lessee. Any of the foregoing acts without such consent shall be void and shall constitute a default hereunder.

In requesting consent to any assignment or subletting, Lessee shall submit in writing to Lessor (a) the name and legal composition of the proposed assignee or his sublessee; (b) the nature of the proposed assignee's or sublessee's business to be carried on in the premises; and (c) the terms and provisions of the proposed assignment or sublease.

No consent by Lessor to any subletting by Lessee shall relieve Lessee of any obligation to be performed by Lessee under this Lease, whether occurring before or after such consent or subletting. The consent by Lessor to an assignment or subletting shall not relieve Lessee from the obligation to obtain Lessor's express written consent to any other assignment or subletting. The acceptance of a rent by Lessor from any other persons shall not be deemed to be a waiver by Lessor of any provisions of this Lease or to be a consent to any assignment, subletting or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer. In the event of default by any assignee of Lessee in the

performance of any of the terms of this Lease, Lessor may proceed directly against Lessee without the necessity of exhausting remedies against such assignee or successor.

R-5. Lessee shall use and permit the use of the premises for any retail operating purposes which are lawful and consistent with all applicable zoning uses established by the local municipality and which do not interfere with the transit purposes and operations of the transit station. Lessee shall, at its sole cost and expense, comply with all requirements of all municipal, state, federal and other duly constituted public authorities now in force, or which may hereafter be in force pertaining to the use of the premises. Lessee shall not use the premises or permit anything to be done in or about the premises which shall in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement or duly constituted public authority now in force, or which may hereafter be in force, or with the requirement of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the premises. Game rooms (video, pinball, electronic, et cetera) and pornography uses of any kind are prohibited uses.

R-6. Lessor and Lessor's agents shall have the right at all reasonable times upon 24 hours notice to enter the premises to inspect the same or to make repairs or to show the premises to prospective purchasers or lenders. Lessor may enter the premises at any time, without notice, in the event of an emergency relating to the station, track or structure. Lessor shall at all times have and retain a key with which to unlock all of the doors at the premises, excluding Lessee's vaults and safes, and Lessor shall have the right to use any and all means which Lessor may deem proper to open such doors in an emergency in order to obtain entry to the premises, and any entry to the premises by any of such means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the premises, or an eviction of Lessee from the premises or any portion thereof. Lessor shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Lessor's entry on the premises as provided in this Section R-6 except damage resulting from the active negligence or willful misconduct of Lessor or its authorized representatives.

R-7. The captions and headings of this Lease shall have no affect on its interpretation. The unenforceability, invalidity or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid or illegal.

R-8. In event of any conflict or inconsistency between the provisions of the Lease to which this Rider is attached and this Rider, the provisions of this Rider shall govern.

R-9. Lessor shall furnish estoppel letter to Lessee, when requested to do so, setting forth the status of this Lease.

[Signature forms omitted for printing purposes.]

[Exhibit "A" attached to this Rider unavailable at
time of printing.]

Exhibit "H"
To Redevelopment Agreement.

*Division 10. Purchasing And Public Works Contracts
In Cities Of More Than 500,000.*

Par.

- 8-10-1 Short title.
- 8-10-2 Additional powers and duties.
- 8-10-3 Purchase orders and contracts -- Competitive bids.
- 8-10-4 Contracts not requiring competitive bids.
- 8-10-5 Emergency contracts.
- 8-10-6 Requisition agents.
- 8-10-7 Advertisements for bids -- Deposits.
- 8-10-8 Collusion among bidders and disclosures -- Prohibition.
- 8-10-9 Opening of bids.
- 8-10-10 Awarding of contracts -- Filing of purchase order or contract -- Public inspection.
- 8-10-11 Responsibility of bidders -- Determination.
- 8-10-12 Rejection of bids.
- 8-10-13 Bonds of bidders.
- 8-10-14 Assignment of contracts.
- 8-10-15 Purchasing agents -- Tenure -- Removal -- Salary -- Bond -- Exemption from civil service.
- 8-10-16 Purchasing agent -- Powers and duties.
- 8-10-17 Revolving fund -- Pecuniary interest in contracts -- Penalty.

- 8-10-18 Purchasing agent -- Execution of contracts.
- 8-10-19 Board of Standardization -- Powers and duties.
- 8-10-20 Ordinances -- Adoption and publication.
- 8-10-21 Contracts executed in violation of this division -- Effect.
- 8-10-22 Local improvement contracts.
- 8-10-23 Audits of expenditures -- Reports.
- 8-10-24 Specifications relating to construction, alteration, rehabilitation or repair of realty -- Preparation -- Approval -- Modification.

8-10-1. Short Title.

§ 8-10-1. This division shall be known and is hereafter designated as "Municipal purchasing act for cities of 500,000 or more population".

8-10-2. Additional Powers And Duties.

§ 8-10-2. In addition to all the rights, powers, privileges, duties and obligations conferred thereon elsewhere in this division or any other Acts, all cities of 500,000 or more population shall have the rights, powers and privileges and shall be subject to the duties and obligations conferred thereon by this Division 10.

8-10-3. Purchase Orders And Contracts -- Competitive Bids.

§ 8-10-3. Except as otherwise herein provided, all purchase orders or contracts of whatever nature, for labor, services or work, the purchase, lease, or sale of personal property, materials, equipment or supplies, involving amounts in excess of \$10,000, made by or on behalf of any such municipality, shall be let by free and open competitive bidding after advertisement to the lowest responsible bidder, or in the appropriate instance, to the highest responsible bidder, depending upon whether such municipality is to expend or to receive money. All such purchase orders or contracts, as defined above, which shall involve amounts of \$10,000 or less, shall be let in the manner described above whenever practicable, except that such purchase orders or contracts may be let in the open market in a manner calculated to insure the best interests of the public, after solicitation of bids by mail, telephone, or otherwise. The provisions of this section are subject to any contrary

provision contained in "An Act concerning the use of Illinois mined coal in certain plants and institutions", filed July 13, 1937, as heretofore and hereafter amended.¹

Amended by P.A. 81-1376, § 1, effective August 9, 1980.

8-10-4. Contracts Not Requiring Competitive Bids.

§ 8-10-4. Contracts which by their nature are not adapted to award by competitive bidding, such as but not limited to contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for supplies, materials, parts or equipment which are available only from a single source, contracts for printing of finance committee pamphlets, comptroller's estimates and departmental reports, contracts for the printing or engraving of bonds, water certificates, tax warrants and other evidences of indebtedness, contracts for utility services such as water, light, heat, telephone or telegraph and contracts for the purchase of magazines, books, periodicals and similar articles of an educational or instructional nature and the binding of such magazines, books, periodicals, pamphlets, reports and similar articles shall not be subject to the competitive bidding requirements of this Article. The purchasing agent hereinafter provided for is hereby expressly authorized to procure from any federal, state or local governmental unit or agency thereof such materials, supplies, commodities or equipment as may be made available through the operation of any legislation heretofore or hereafter enacted without conforming to the competitive bidding requirements of this Division 10. Regular employment contracts in the municipal service, whether with respect to the classified service or otherwise, shall not be subject to the provisions of this Division 10, nor shall this Division 10 be applicable to the granting or issuance pursuant to powers conferred by laws, ordinances or resolutions of franchises, licenses, permits or other authorizations by the corporate authorities of the municipality, or by departments, offices, institutions, boards, commissions, agencies or other instrumentalities thereof, nor to contracts or transactions, other than the sale or lease of personal property, pursuant to which the municipality is the recipient of money. The purchasing agent may sell or cause to be loaned with proper surety, materials common only to the municipal water distribution system to such corporations and individuals, upon a proper showing that they are unable to obtain such materials for the purpose of obtaining water from the water system, or while awaiting shipment from manufacturers or vendors of such material, provided, that proper charges for the sale of such material shall be made to such extent as to save the municipality from monetary losses in such transactions.

Amended by Laws 1967, page 3599, effective September 5, 1967.

¹Chapter 29. Paragraph 36 et seq.

8-10-5. Emergency Contracts.

§ 8-10-5. In the case of an emergency affecting the public health or safety, so declared by the corporate authorities of the municipality at a meeting thereof duly convened, which declaration shall require the affirmative vote of a majority of all the members thereof and shall set forth the nature of the danger to the public health or safety, contracts may be let to the extent necessary to resolve such emergency without public advertisement. The resolution or ordinance in which such declaration is embodied shall fix the date upon which such emergency shall terminate, which date may be extended or abridged by the corporate authorities as in their judgment the circumstances require.

The purchasing agent hereinafter provided for, may purchase or may authorize in writing any agency of such municipal government or of the institutions, boards or commissions thereof, if any, to purchase in the open market without filing requisition or estimate therefor, and without advertisement, any supplies, materials or equipment for immediate delivery to meet bona fide operating emergencies where the amount thereof is not in excess of \$40,000. A full written account of any such emergency together with a requisition for the materials, supplies or equipment required therefor shall be submitted immediately to the purchasing agent and shall be open to public inspection for a period of at least one year subsequent to the date of such emergency purchase. The exercise of the authority herein vested in the purchasing agent in respect to purchases for such bona fide operating emergencies shall not be dependent upon a declaration of emergency by the corporate authorities under the first paragraph of this section.

Amended by P.A. 81-1376, § 1, effective August 9, 1980.

8-10-6. Requisition Agents.

§ 8-10-6. The responsible head of each major department, office, institution, board, commission, agency or instrumentality of such municipal government shall certify in writing to the purchasing agent the names of such officers or employees who shall be exclusively authorized to sign requests for purchase for such respective department, office, institution, board, commission, agency or instrumentality, and all requests for purchase shall be void unless executed by such certified officers or employees and approved by the purchasing agent.

Except as to emergency contracts authorized by Section 8-10-5, no undertaking involving amounts in excess of \$10,000 shall be split into parts, by the requisitioning agent or otherwise, so as to produce amounts of \$10,000 or less, for the purpose of avoiding the provisions of this Division 10.

The term "responsible head" as used herein shall, in the case of the corporate authorities of the municipality, be such member, members or committee thereof as shall be designated by appropriate resolution or order adopted by such corporate authorities.

Amended by P.A. 81-1376, § 1, effective August 9, 1980.

8-10-7. Advertisements For Bids -- Deposits.

§ 8-10-7. All proposals to award purchase orders or contracts involving amounts in excess of \$10,000 shall be published at least 10 days, excluding Sundays and legal holidays, in advance of the date announced for the receiving of bids, in a secular English language daily newspaper of general circulation throughout such municipality and shall simultaneously be posted on readily accessible bulletin boards in the office of the purchasing agent. Nothing contained in this section shall be construed to prohibit the purchasing agent from placing additional announcements in recognized trade journals. Advertisements for bids shall describe the character of the proposed contract or agreement in sufficient detail to enable the bidders thereon to know what their obligations will be, either in the advertisement itself, or by reference to detailed plans and specifications on file at the time of the publication of the first announcement. Such advertisement shall also state the date, time and place assigned for the opening of bids, and no bids shall be received at any time subsequent to the time indicated in the announcement. However, an extension of time may be granted for the opening of such bids upon publication in a secular English newspaper of general circulation throughout such municipality of the date to which the bid opening has been extended. The time of the bid extension opening shall not be less than 5 days after the publication thereof, Sundays and legal holidays excluded.

Cash, cashier's check, a certified check or a comptroller's certificate of moneys owed the particular vendor as a deposit of good faith, in a reasonable amount but not in excess of 10% of the contract amount may be required of each bidder by the purchasing agent on all bids involving amounts in excess of \$10,000 and, if so required, the advertisement for bids shall so specify.

Amended by P.A. 81-1376, § 1, effective August 9, 1980.

8-10-8. Collusion Among Bidders And Disclosures -- Prohibition.

§ 8-10-8. Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise shall render the bids of such bidders void. Each bidder shall accompany his bid with a sworn statement, or otherwise swear or affirm, that he has not been a party to any such agreement. Any disclosure in advance of the opening of bids, of the terms of the bids submitted in response to an advertisement, made or permitted by the purchasing agent shall render the proceedings void and shall require re-advertisement and re-award.

8-10-9. Opening Of Bids.

§ 8-10-9. All sealed bids shall be publicly opened by the purchasing agent of such municipality, or by an officer or employee in the office of the purchasing agent duly authorized in writing by the purchasing agent to open such bids and all such bids shall be

open to public inspection in the office of the purchasing agent for a period of at least 48 hours before award is made.

8-10-10. Awarding Of Contracts -- Filing Of Purchase Order Or Contract -- Public Inspection.

§ 8-10-10. The award of any contract involving amounts in excess of \$10,000 shall be made by the purchasing agent to the lowest or highest responsible bidder as provided in Section 8-10-3. Every contract involving amounts in excess of \$10,000 shall be signed by the mayor or his duly designated agent, by the comptroller and by the purchasing agent, respectively, of such municipality. Each bid with the name of the bidder, shall be entered on a record which record with the name of the successful bidder indicated thereon, shall, after award of contract, be open to public inspection in the office of the purchasing agent of such municipality.

All purchase orders or contracts involving amounts of \$10,000 or less shall be awarded by the purchasing agent to the lowest or highest responsible bidder as provided in Section 8-10-3 and shall be signed by the purchasing agent and by the comptroller.

An official copy of each awarded purchase order or contract together with all necessary attachments thereto, including assignments and written consents thereto of the purchasing agent as authorized by Section 8-10-14, shall be retained by the purchasing agent in an appropriate file open to the public for such period of time after termination of contract during which action against the municipality might ensue under applicable laws of limitation. After such period such purchase orders, contracts and attachments may be destroyed by direction of the purchasing agent.

Amended by P.A. 81-1376, § 1, effective August 9, 1980.

8-10-11. Responsibility Of Bidders -- Determination.

§ 8-10-11. In determining the responsibility of any bidder the purchasing agent may take into account other factors in addition to financial responsibility, such as past records of transactions with the bidder, experience, adequacy of equipment, ability to complete performance within a specified time limit and other pertinent considerations.

8-10-12. Rejection Of Bids.

§ 8-10-12. Any and all bids received in response to an advertisement may be rejected by the purchasing agent if the bidder is not deemed responsible, or the character or quality of

the services, supplies, materials, equipment or labor does not conform to requirements or if the public interest may otherwise be served thereby.

8-10-13. Bonds Of Bidders.

§ 8-10-13. Bond, with sufficient sureties, in such amount as shall be deemed adequate, not only to insure performance of contract in the time and manner prescribed in the contract, but also to save, indemnify, and keep harmless the municipality against all loss, damages, claims, liabilities, judgments, costs, and expenses which may in anywise accrue against the municipality in consequence of the granting of the contract, or which may in anywise result therefrom, may be required of each bidder upon contracts involving amounts in excess of \$10,000 when, in the opinion of the purchasing agent, the public interests will be served thereby.

Amended by P.A. 81-1376, § 1, effective August 9, 1980.

8-10-14. Assignment Of Contracts.

§ 8-10-14. No contract awarded to the lowest responsible bidder or to the highest responsible bidder, as the case may be, shall be assignable or sublet by the successful bidder without the written consent of the purchasing agent. In no event shall a contract or any part thereof be assigned or sublet to a bidder who had been declared not to be a responsible bidder in the consideration of bids submitted in response to advertisement for the particular contract.

Amended by Laws 1967, page 3599, effective September 5, 1967.

8-10-15. Purchasing Agents -- Tenure -- Removal -- Salary -- Bond -- Exemption From Civil Service.

§ 8-10-15. In all municipalities within the purview of this Division 10, there shall be a purchasing agent who shall be appointed by the mayor by and with the consent of the corporate authorities of the municipality. The purchasing agent shall hold office for a term of 4 years and until his successor is appointed and qualified. Such purchasing agent may be removed from office for cause after public hearing before the corporate authorities at which hearing the purchasing agent with counsel shall be entitled to be heard. His salary shall be fixed by the corporate authorities and he shall be required to give bond, with adequate surety, for the faithful performance of his duties in an amount to be determined

by the corporate authorities. He shall be exempt from the provisions of Division 1 of Article 10,¹ relating to civil service, in any municipality which has or may hereafter adopt that Division 1. In making the appointment of the purchasing agent, the mayor and corporate authorities shall give due consideration to the executive experience and ability required for the proper and effective discharge of the duties of the office and no person shall be appointed purchasing agent unless he has served for at least 3 years in a responsible executive capacity requiring knowledge of and experience in large scale purchasing activities.

8-10-16. Purchasing Agent -- Powers And Duties.

§ 8-10-16. The purchasing agent may appoint the necessary employees of his office in accordance with law. The number and salaries of such employees shall be fixed by the corporate authorities. The purchasing agent shall: (a) adopt, promulgate and from time to time revise rules and regulations for the proper conduct of his office; (b) constitute the sole agent of the municipality in contracting for labor, materials, services, or work, the purchase, lease or sale of personal property, materials, equipment or supplies, in conformity with the provisions of this Division 10; (c) open all sealed bids; (d) determine the lowest or highest responsible bidder, as the case may be, as required by this Division 10, and purchase orders in conformity with this Division 10; (e) enforce written specifications describing standards established in conformity with this Division 10; (f) operate or require such physical, chemical or other tests as may be necessary to insure conformity to such specifications with respect to quality of materials; (g) exercise, or require, at central storerooms or otherwise, such control as may be necessary to insure conformity to contract provisions with respect to quantity; (h) distribute or cause to be distributed, to the various requisitioning agencies of such municipality, such supplies, materials or equipment, as may be purchased by him; (i) transfer materials, supplies and equipment to or between the various requisitioning agencies and to trade in, sell or dispose of such materials, supplies or equipment as may become surplus, obsolete or unusable; (j) control inventories and inventory records of all stocks of materials, supplies and equipment of common usage contained in any central or principal storeroom, stockyard or warehouse of such municipality; (k) assume such related activities as may be assigned to him from time to time by the mayor or the corporate authorities of such municipality; and (l) submit to the mayor of such municipality an annual report faithfully describing the activities of his office, which report shall be spread upon the official public records of the corporate authorities of such municipality or given comparable public distribution.

¹ Paragraph 10-1-1 et seq. of this chapter.

Amended by Laws 1967, page 3599, effective September 5, 1967.

8-10-17. Revolving Fund -- Pecuniary Interest In Contracts -- Penalty.

§ 8-10-17. The corporate authorities of any such municipality may establish a revolving fund in such amount as may be necessary to enable the purchasing agent to purchase items of common usage in advance of immediate need, the revolving fund to be reimbursed from the annual appropriation of the requisitioning agencies. Neither the purchasing agent, nor any officer or employee of his office, nor any member of the board of standardization hereinafter provided for, shall be financially interested, directly or indirectly, in any purchase order or contract coming under the purview of his official duties. The above named officials and employees are expressly prohibited from accepting, directly or indirectly, from any person, company, firm or corporation to which any purchase order or contract may be awarded, any rebate, gift, money, or anything of value whatsoever. Any officer or employee, as above defined, convicted violating this section, shall be guilty of a business offense and shall be fined not to exceed \$10,000 and shall forfeit the right to his public office, trust or employment and shall be removed therefrom.

Amended by P.A. 77-2500, § 1, effective January 1, 1973.

8-10-18. Purchasing Agent -- Execution Of Contracts.

§ 8-10-18. No department, office, institution, commission, board, agency or instrumentality of any such municipality, or any officer or employee thereof, shall be empowered to execute any purchase order or contract as defined in Section 8-10-3 except as herein specifically authorized, but all such purchase orders or contracts shall be executed by the purchasing agent in conformity with the provisions of this Division 10.

8-10-19. Board Of Standardization -- Powers And Duties.

§ 8-10-19. In all municipalities to which the provisions of this Division 10 shall apply, there shall be a board of standardization, which board shall be composed of the purchasing agent for such municipality, who shall be chairman, and 6 other members who shall be appointed by the mayor of such municipality. Three of the members shall be responsible heads of a major office, department, institution, commission or board of such municipality and shall receive no compensation for their services on the board of standardization. The other 3 members may be officers or employees of the municipality but only those such members who are not officers or employees shall be entitled to receive such compensation as the corporate authorities may provide. Any member, excepting the purchasing agent, may deputize a proxy to act in his stead. The board of standardization shall meet at least once each 2 calendar months upon notification by the chairman at least 5 days in advance of the date announced for such meeting. Official action of the board shall require the vote

of a majority of all members of the board. The chairman shall cause to be prepared a report faithfully describing the proceedings of each meeting, which report shall be transmitted to each member and shall be made available to the mayor and to the corporate authorities, respectively, of such municipality within 5 days, excluding Sundays and legal holidays, subsequent to the date of the meeting.

The board of standardization shall: (a) classify the requirements of such municipality, including the departments, offices, institutions, commissions and boards thereof, with respect to supplies, materials and equipment, of common usage, (b) adopt as standards, the smallest numbers of the various qualities, sizes and varieties of such supplies, materials and equipment as may be consistent with the efficient operation of such municipal government, and (c) prepare, adopt, promulgate, and from time to time revise, written specifications describing such standards.

Specifications describing in detail the physical, chemical and other characteristics of supplies, material or equipment to be acquired by purchase order or contract shall be prepared by the board of standardization.

In the preparation or revision of standard specifications the board of standardization shall solicit the advice, assistance and cooperation of the several requisitioning agencies and shall be empowered to consult such public or non- public laboratory or technical services as may be deemed expedient. After adoption, each standard specification shall, until rescinded, apply alike in terms and effect to every purchase or contract for the purchase of any commodity, material, supply or equipment and shall be made available to the public upon request.

Amended by Laws 1967, page 3599, effective September 5, 1967.

8-10-20. Ordinances -- Adoption And Publication.

§ 8-10-20. Official ordinances in conformity with the provisions of this Division 10 shall be adopted by formal action of the corporate authorities of such municipality and shall be published for the information of the public.

8-10-21. Contracts Executed In Violation Of This Division -- Effect.

§ 8-10-21. Any purchase order or contract executed in violation of this Division 10 shall be null and void as to the municipality and if public funds shall have been expended thereupon the amount thereof may be recovered in the name of the municipality in an appropriate action instituted therefor.

8-10-22. Local Improvement Contracts.

§ 8-10-22. Nothing contained in this Division 10 shall be deemed to apply to the letting of contracts and accepting of bids for the construction of local improvements pursuant to Division 2 of Article 9.¹

8-10-23. Audits Of Expenditures -- Reports.

§ 8-10-23. The comptroller of each municipality to which this Division 10 applies shall conduct audits of all expenditures incident to all purchase orders and contracts awarded hereunder by the purchasing agent. The comptroller shall make reports on such audits to the mayor and corporate authorities.

8-10-24. Specifications Relating To Construction, Alteration, Rehabilitation Or Repair Of Realty -- Preparation -- Approval -- Modification.

§ 8-10-24. All specifications pertaining to the construction, alteration, rehabilitation or repair of any real property of such municipality shall be prepared by the engineering agency engaged in the design of such construction, alteration, rehabilitation or repair, prior to approval by the purchasing agent, and any such specification shall form a part of any such purchase order or contract, and the performances, inspection and testing of all such contracts shall be supervised by the engineering agency designated in such contracts.

If after award of such contracts changes or modifications are necessitated therein, such changes or modifications may be accomplished or ordered in writing by the engineering agency, but if the costs thereof are estimated to exceed \$5,000 written approval of the purchasing agent must be first obtained. A modification agreement therefor shall thereafter be executed by the contractor, the mayor or his duly designated agent, by the comptroller and by the purchasing agent.

Added by Laws 1967, page 3599, effective September 5, 1967.

¹ Paragraph 9-2-1 et seq. of this chapter.

(Sub)Exhibit "T"
To Redevelopment Agreement.

City Guidelines.

Detailed Specifications.

1. Special Requirements.

- A. Record of an approved Surety Bond (Wrecker's Bond) and Comprehensive Public Liability and Property Damage Insurance, as required by Chapter 43, Section 43-20, Municipal Code of Chicago, must be on file with the Department of Inspectional Services prior to award of contract.
- B. Part II of the Demolition Specifications is an integral part of this Contract Document and, if copy of same is not in your possession, it can be obtained in Room 401, City Hall, Chicago, Illinois.
- C. All demolition work performed for the City of Chicago must be in accord with form C.P. 32 and Special Conditions of Part I and Detailed Specifications and Special Conditions of Part II.

2. Excavation.

There is to be no excavation work done on any part of a lot where a contract has been let for demolition of a building, nor will any excavation be allowed on adjoining or nearby lots.

The building(s) under contract is to be demolished, debris removed from the site, basement area to be cleaned of all debris and after site has been inspected (called in) the basement area is to be filled in accordance with existing specifications and leveled to existing grade.

Special Specifications For Depressed Lots.

Specifications for installation of chain link fence, or equivalent, to be erected at from sidewalk where demolition occurs at depressed lot. Fence to be used in lieu of use of slop fill. Use of fence to be specified on request for bids and usage to be allowed only at discretion of the Inspectional Services Department, and only where usage of fill is not feasible.

Material.

9 gauge galvanized mesh, new or equivalent.

2-1/2 inches outside dimension end posts, new or equivalent.

2 inches outside dimension line (intermediate) posts, new or equivalent.

1-3/4 inches outside dimension top and bottom rails, new or equivalent 9 gauge ties.

Required fittings for proper installation of above.

Method.

Posts are to be set at a depth of no less than 29 inches below ground level and anchored in concrete to full depth.

Posts are to be of sufficient length to extend from proper depth below grade to approximately 37 inches above surface of existing sidewalk or extended sufficiently enough to insure proper installation of mesh and top and bottom rails. Posts will be properly capped.

End and line posts will be evenly spaced at a distance of no greater than 100 inches apart, center to center. Posts will be strapped or affixed to the existing sidewalk in an approved manner when necessary to insure required stability to fence.

Fence shall be erected with top and bottom rails of 1-3/8 inches outside diameter and ties securing the mesh to the rails will be spaced at a distance of no greater than 2 at the bottom and 26 inches at the top. Top and bottom rails will be secured with proper fittings to corner and intermediate posts.

In the event used materials are installed in lieu of new materials, the used materials are to be free of rust and in no way deformed. If slight rusting is evident, usage is permissible only if mesh and structural elements are painted with aluminum paint. Painting to be done in a workmanlike manner.

In all cases, the mesh will be erected with the finished or smooth edge upward.

Requirements For Bidding And Instructions For Bidders.

Contract For Work.

Proposals will be received by the Purchasing Agent of the City of Chicago in accordance with Contract Documents as set forth herein.

1. Definitions.

The term "Commissioner" means the Commissioner of the Using Department of the City of Chicago and the term "his duly authorized representative" means any person or persons authorized in writing by the Commissioner to act for the Commissioner in connection with this contract.

The term "Purchasing Agent" means the Purchasing Agent of the City of Chicago whose duties and responsibilities are more particularly described in the Municipal Purchasing Act for cities of 500,000 or more population as contained in the Illinois Municipal Code, as amended.

2. Compliance With Laws.

The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, city and other government agencies, which may in any manner affect the preparation of proposals or the performance of the contract.

3. Examination By Bidder.

The bidder shall, before submitting his bid, carefully examine the proposal, plans, specifications, contract documents and bonds. He shall inspect in detail the site of the proposed work and familiarize himself with all the local conditions affecting the contract and the detailed requirements of construction. If his bid is accepted, he will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions. The City will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

Unless otherwise provided in Special Conditions, when the plans or specifications include information pertaining to subsurface exploration, borings, test pits, and other preliminary investigation, such information represents only the opinion of the City as to the location, character, or quantity of the materials encountered and is only included for the convenience of the bidder. The City assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

4. Bid Deposit.

A proposal shall, when required in the advertisement, be accompanied by bid bond, cashier's check, certified check, or Comptroller's Certificate of moneys owed the particular vendor, in the amount shown in the advertisement or as may be prescribed herein but not

in excess of 10% of the bid. Where the amount of the bid deposit shown in the advertisement should prove to be more than 10% of the bid, then the bidder may submit in lieu of the foregoing, an amount equal to 10% of his bid. Compliance with the provisions herewith shall be determined in all cases by the Purchasing Agent and his determination shall be final.

All certified or cashier's checks must be drawn on a responsible bank doing business in the United States and shall be made payable to the order of the City of Chicago.

Any proposal submitted without being accompanied by any of the foregoing when required may be considered informal and be rejected. Any proposal accompanied by a bid deposit not properly executed in the opinion of the Purchasing Agent may be rejected.

5. Preparation Of Proposal.

The bidder shall prepare his proposal in triplicate on the attached proposal forms. Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly filled in. Either a unit price or a lump sum price, as the case may be, must be stated for each and every item, either typed in or written in ink, in figures, and if required, in words.

If bidder is a corporation, the president and secretary shall execute three copies of the bid. The corporate seal shall be affixed to all three copies. In the event that this bid is executed by other than the president, attach hereto a certified copy of the section of corporate bylaws or other authorization by the corporation which permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners shall execute three copies of the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Purchasing Agent shall be submitted.

If bidder is a sole proprietor he shall execute three copies of the bid.

A "Partnership" or "Sole Proprietor" operating under an assumed name must be registered with the Illinois county in which located, as provided in Chapter 96, Section 4 et sub, Ill. Rev. Stat. 1971.

6. Submission Of Proposals.

All prospective bidders shall submit sealed proposals in triplicate in envelopes provided for that purpose in the office of the Purchasing Agent, Room 401, City Hall, and if proposals are submitted in envelopes other than those so provided for this purpose, then the sealed envelope submitted by the prospective bidder shall carry the following information on the face of the envelope: bidder's name, address, subject matter of proposal, advertised date of bid opening and the hour designated for bid opening as shown on the legal advertisement.

Where proposals are sent by mail to the Purchasing Agent the bidders shall be responsible for their delivery to the Purchasing Agent before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be considered and will be returned unopened.

7. Withdrawal Of Proposals.

Bidders may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel his proposal for a period of sixty (60) calendar days after said advertised closing time for the receipt of proposals nor shall the successful bidder withdraw or cancel or modify his proposal after having been notified by the Purchasing Agent that said proposal has been accepted by the City.

Where this contract shall be approved by another agency, such as the Federal Government or State of Illinois, then the bidder shall not withdraw or cancel or modify his proposal for a period of ninety (90) days after said advertised closing time for the receipt of proposals.

8. Competency Of Bidder.

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City of Chicago upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City.

The bidder, if requested, must present within 48 hours evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

9. Consideration Of Proposals.

The Purchasing Agent shall represent and act for the City in all matters pertaining to this proposal and contract in conjunction therewith. The Purchasing Agent reserves the right to reject any or all proposals and to disregard any informality in the bids and bidding, when in his opinion the best interest of the City will be served by such action.

The proposal is contained in these contract documents and Must Not Be Detached Herefrom by any bidder when submitting a proposal.

10. Acceptance Of Proposals.

The Purchasing Agent will accept in writing one of the proposals or reject all proposals, within sixty (60) days, or within ninety (90) days where approval by other agencies is required, from the date of opening of bids, unless the lowest responsible bidder, upon request of City, extends the time of acceptance to the City.

11. Performance Bond.

When required by the Purchasing Agent the successful bidder or bidders shall, within thirteen (13) calendar days after acceptance of the bidders' proposal by the City, furnish a performance bond in the full amount of the contract on Form P.W.O. 62, a specimen of which is bound herein. Attention is called to the provisions of Section 8-10-13 of the Illinois Municipal Code and to the provisions of Chapter 7-4 of the Municipal Code of Chicago.

12. Failure To Furnish Bond.

In the event that the bidder fails to furnish the performance bond in said period of thirteen (13) calendar days after acceptance of the bidder's proposal by the City, then the bid deposit of the bidder, or the amount of the Comptroller's Certificate, as the case may be, shall be retained by the City as liquidated damages and not as a penalty. It Being Now Agreed that said sum is a fair estimate of the amount of damages that said City will sustain due to the bidder's failure to furnish said bond. In addition the Purchasing Agent reserves the right to terminate the contract for failure to furnish a required performance bond.

13. Interpretation Of Contract Documents.

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, he may submit to the Purchasing Agent a written request for any interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. Bidder will acknowledge receipt of each addendum issued in space provided on proposal page. Oral explanations will not be binding.

14. Catalogs.

Each bidder shall submit in triplicate, where necessary, or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the material or work he proposes to furnish.

15. Trade Name.

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of his proposal exactly what he proposes to furnish, or forwards with his bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his bid.

The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith.

16. Return Of Bid Deposit.

The bid deposit of all except the three lowest bidders on each contract will be returned within twenty (20) calendar days after the opening of bids. The remaining bid deposits on each contract will be returned with the exception of the accepted bidder, after the Purchasing Agent has awarded the contract. The bid deposit of the accepted bidder will be returned after proposal has been accepted by the City and the acceptance by the City of satisfactory performance bond where such bond is required.

17. Taxes.

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-01. Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or

services purchased by the City of Chicago by virtue of statute. The price or prices quoted herein shall include all other federal and/or state, direct and/or indirect taxes which apply.

The prices quoted herein shall agree with all federal laws and regulations.

18. Order Of Precedence Of Component Contract Parts.

The order of precedence of the component contract parts shall be as follows:

1. General Conditions.
2. Addenda, if any.
3. Special Conditions.
4. Plans or City drawings, if any, which may be a part of this contract requirement.
5. Detail Specifications.
6. Standard Specifications of the city, state or federal government, if any.
7. Advertisement for Proposals (copy of advertisement to be attached to back of cover).
8. Requirements for Bidding and Instructions to Bidders.
9. Performance Bond, if required.

The foregoing order of precedence shall govern the interpretation of the contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the City.

19. Contractor's Financial Statement.

Each bidder shall have on file in the office of the Purchasing Agent prior to bid opening a Contractor's Statement of Experience and Financial Condition dated not earlier than January first (1st) of the current year. This shall be kept on file by the Purchasing Agent as a representative statement for a period of one year only. Forms are available at the office of the Bid and Bond Section, Purchasing Department, Room 401, City Hall, or may be obtained by addressing a request to the Purchasing Agent, Room 403, City Hall, Chicago, Illinois 60602. Failure to have a current financial statement on file in the office of the

Purchasing Agent at time of bid opening may be cause for the rejection of Contractor's Proposal.

20. Notices.

All communications and notices herein provided for shall be in writing, delivered personally or mailed first-class, postage prepaid, to the Contractor by name and address listed on the proposal hereof: to the Commissioner of the using department by name and address listed on the cover hereof and to the Purchasing Agent, Room 401, City Hall, Chicago, Illinois 60602.

General Conditions.

1. Nondiscrimination.

Contractor, 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. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor 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. 399, 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. 1971, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1971, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1971 Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1971 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 (Municipal Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60.

To demonstrate compliance the Contractor and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

2. Indemnity.

Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City in consequence of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

3. Employment.

The Contractor shall comply with "An Act to give preference to the veterans of the United States military and naval service in appointments and employment upon public works, by or for the use of, the State or its political subdivisions", approved June 12, 1935, as amended. Attention is called to Chapter 126-1/2, Section 23, Ill. Rev. Stat. 1971.

4. Wages.

The Contractor shall comply with "An Act regulating wages of laborers, mechanics and other workmen employed under contract for public works", approved June 26, 1941, as amended. Attention is called to Chapter 48, Section 39s, Ill. Rev. Stat. 1971, regarding "General Prevailing Hourly Rates".

5. Subletting Or Assignment Of Contract Or Contract Funds.

No contract shall be assigned or any part of the same subcontracted without the written consent of the Purchasing Agent; but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.

The Contractor shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Purchasing Agent having first been obtained.

The transfer or assignment of any contract funds either in whole or in part, or any interest therein, which shall be due or to become due to the contractor, shall cause the annulment of said transfer or assignment so far as the City is concerned.

6. Guarantees And Warrantees.

All guarantees and warrantees required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final voucher on the contract is issued.

7. Cooperation Between Contractors.

Unless otherwise provided in Special Conditions the separate contracts are let for work within or adjacent to the project site as may further be hereinafter detailed in the contract documents, each contractor shall conduct his work so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same improvement. Each contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of the other contractors.

The Contractor shall as far as possible arrange his work and place and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

8. Superintendence.

The Contractor shall personally superintend the work or shall have a competent person at the site at all times to act for him.

9. Plans Or Drawings And Specifications Cooperative.

Plans or drawings mentioned in Requirements for Bidding and Instructions to Bidders or in the specifications shall be so considered that any material shown on plans or drawings and not therein specified, or material therein specified and not shown on plans or drawings, shall be executed by the Contractor the same as though it were both shown and specified.

10. Permits.

Unless otherwise provided in Special Conditions, the Contractor shall take out, at his own expense, all permits and licenses necessary to carry out the work described in this contract.

11. Materials Inspection And Responsibility.

The City, by its engineering agencies, shall have a right to inspect any material to be used in carrying out this contract.

The City does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract.

The Contractor shall be responsible for the contracted quality and standards of all materials, components or completed work furnished under this contract up to the time of final acceptance by the City.

Materials, components or completed work not complying therewith may be rejected by the Purchasing Agent and shall be replaced by the Contractor at no cost to the City.

Any materials or components rejected shall be removed within a reasonable time from the premises of the City at the entire expense of the Contractor, after written notice has been mailed by the City to the Contractor that such materials or components have been rejected.

12. Insurance.

The Contractor agrees to keep in force during the life of this contract such insurance policies as indicated in the Special Conditions of this contract. Contractor further agrees if requested by the Purchasing Agent to furnish certificates of any or all insurance policies listing the City as a co-insured thereunder within five days after award of contract.

13. Payment To Contractor.

Work performed under this contract is interpreted to include materials to be furnished under this contract which are suitably stored at the site of the work. Unless otherwise provided in Special Conditions, which shall be subject to the provisions of Chapter 26, Section 26-13 of the Municipal Code of Chicago, the Purchasing Agent may from time to time, in cases where the Contractor shall proceed properly to perform and complete his contract, grant to such Contractor as the work progresses an estimate of the amount already earned.

Waivers from subcontractors and suppliers indicating that they have received their share from the Contractor of the previous partial payment to the Contractor must be presented concurrently by the Contractor when he presents an estimate for a partial payment.

All partial payment estimates shall be subject to correction by the final estimate.

The Purchasing Agent may, whenever he shall have reason to believe that the Contractor has neglected or failed to pay any subcontractors, workmen or employees for work performed or for materials furnished and used in or about the work contracted for, order and direct that no future vouchers or estimates be issued and no further payments be made upon the contract until said Purchasing Agent shall be satisfied that such subcontractors, workmen and employees have been fully paid, and the reserve sum referred to in the above stated Chapter 26, Section 26- 13 shall not be payable until the Contractor shall have satisfied the Purchasing Agent that all subcontractors, materialmen, workmen and employees have been fully paid.

Whenever the Purchasing Agent shall notify the Contractor, by notice personally served or by mailing a copy thereof to the Contractor to his office as shown by this bid, that no further vouchers or estimates will be issued or payments made on the contract until subcontractors, workmen and employees have been paid, and the Contractor shall neglect or refuse for the space of ten days after such notice is given, as above provided for, to pay such subcontractors, workmen and employees, the City may then apply any money due or that may become due under the contract to the payment of such subcontractors, workmen and employees without other or further notice to said Contractor, but failure of the City to retain and apply such moneys or of the Purchasing Agent to order or direct that no vouchers or estimates shall be issued or further payments be made shall not, nor shall the paying over of such reserve sum without such subcontractors, workmen or employees being first paid, in any way affect the liability of the Contractor or of his sureties to the City, or to any such subcontractors, workmen or employees upon any bond given in connection with such contract.

Before final payment is made under the contract and as a condition precedent to such final payment, the Contractor shall furnish waivers of all liens and satisfactory guarantees against all claims on account of work performed, tools and plant employed and material and labor furnished under the contract. The Contractor shall not be entitled to demand or receive final payment until all the stipulations, provisions and conditions set forth in the contract have been complied with, and the work has been accepted by the Commissioner, whereupon the City will, at the expiration of 30 calendar days after such completion and acceptance, pay the whole account of money due the Contractor under the contract.

The acceptance by the Contractor of the final payment above mentioned shall operate as and shall be a release to the City from all claims or liability under this contract for anything done or furnished or relating to the work under this contract, or for any act or neglect of the City relating to or connected with this contract.

14. Changes.

The Commissioner may, subject to prior written approval of the Purchasing Agent, if the estimated costs thereof exceeds \$5,000.00 at any time, by written order, and without notice to the sureties make changes in the drawings and/or specifications of this contract if within the general scope. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of the contract, an equitable adjustment as may be hereinafter further described in Special Conditions shall be made and the contract modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be submitted in writing to the Commissioner and Purchasing Agent within 10 days from the date of receipt by the Contractor of the notification of change unless the Commissioner and the Purchasing Agent grant a further period of time before the date of final payment under the contract. If the parties fail to agree upon the adjustments to be made, the dispute shall be determined solely by the Purchasing Agent but nothing provided in this clause shall excuse the Contractor from proceeding with the prosecution of the work as changed. Except as otherwise provided in this contract, no charge for any extra work or material will be allowed.

15. Time And Progress.

It is understood and agreed that Time Is Of The Essence Of Contract, and the Contractor agreed to begin actual work covered by this contract in conformity with the provision set forth herein and to prosecute the same with all due diligence, so as to complete the entire work under this contract within the calendar days stipulated after the date for commencement of work as specified in the written notification to the Contractor from the Commissioner, using double shift and holiday work when necessary.

Unless otherwise provided in Special Conditions, the Contractor shall submit to the Commissioner for approval within 5 calendar days after the effective date of this contract, a Time Schedule for performing operations under this contract which will insure the satisfactory completion of the entire work within the time hereinafter specified. When approved and accepted by the Commissioner, the Contractor shall prosecute the work under this contract so that the actual work completed shall be not less than required by such approved Time Schedule for performing operations under this contract which will insure the satisfactory completion of the entire work within the time hereinafter specified. When approved and accepted by the Commissioner, the Contractor shall prosecute the work under this contract so that the actual work completed shall be not less than required by such approved Time Schedule.

If the rate of progress be such that the total amount of work accomplished by the Contractor within any time mentioned in such approved Time Schedule is less than the amount therein specified to be completed within such time, then the Purchasing Agent may declare this contract in default as provided herein.

16. Provisions Relative To Delay.

Should the Contractor be obstructed or delayed in the commencement, prosecution or completion of the work under this contract by any act or delay of the City or by order of the Commissioner, howsoever caused, then the time herein fixed for the completion of said work will be extended for a period equivalent to the time lost by reason of such acts or delays of the City or orders of the Commissioner.

It is otherwise understood that no extension of time will be granted to the Contractor unless he, immediately upon knowledge of the causes of an unavoidable delay first notifies the Commissioner and Purchasing Agent in writing, stating the approximate number of days he expects to be delayed.

The Contractor must also make a request in writing to the Commissioner and Purchasing Agent for an extension of time within ten (10) calendar days after the cessation of the delay. Compliance by the Contractor with the requirements set forth in this paragraph are conditions precedent to the granting of an extension of time and it is hereby agreed that in case of failure to comply with said requirements, the Contractor shall not be entitled to an extension of time.

The Purchasing Agent and the Commissioner will determine the number of days, if any, that the Contractor has been delayed. Such determination when approved and authorized in writing by the Mayor, Comptroller and the Purchasing Agent, will be final and binding.

It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation from the City, or be reimbursed for any loss or expense on account of any delay or delays resulting from any of the causes aforesaid.

17. Default.

If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to insure the completion of said work within specified time, or shall perform the work in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Purchasing Agent shall give notice in writing to the Contractor and his surety of such failure, delay, neglect, refusal, or default, specifying the same, and if the Contractor, within a period of ten (10) days after such notice, shall not proceed in accordance therewith, then the Purchasing Agent acting for and on behalf of the City shall, upon receipt of a written certificate from the Commissioner of the fact of such failure, delay, neglect, refusal, or default and of the failure of the Contractor to comply with such notice, have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract, and the Purchasing Agent at his option

may call upon the surety to complete the work in accordance with the terms of this contract or may have the City take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable to the City and may complete the work by or on its own force account or may enter into a new contract for the completion of the work, by or on its own force account, or may enter in a new contract for the completion of the work, or may use such other methods as in the opinion of the Commissioner shall be required for the completion of the work in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work, shall be deducted from any moneys due or which may become due on this contract. In case the expense so incurred by the City shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the City, then the Contractor shall be entitled to receive the difference, subject to any claims or liens thereon which may have been filed with the City or any prior assignment filed with it, and in case such expense shall exceed the sum which would have been payable under this contract, the Contractor and the surety shall be liable and shall pay to the City the amount of such excess.

18. Disputes.

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of shall be decided after hearing by the Purchasing Agent, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Purchasing Agent shall be final and binding.

19. Non-Collusion, Bribery Of A Public Officer Or Employee.

Contractor, in performing under this contract shall comply with the Municipal Code of Chicago, Chapter 26 Section 26-26, as follows:

No person or business entity shall be awarded a contract or subcontract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any other public entity, in that officer or employee's official capacity; nor (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct. Ineligibility under this section shall continue for three years following such conviction or admission.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct.

Special Conditions.

Revisions Of Requirements For Bidding And Instructions To Bidders.

Delete paragraph 4 titled Bid Deposit from the General Conditions and add the following:

1. Requirement For Bid Deposit.

Bid deposit shall be required for all competitive sealed bidding for contracts when required in the advertisement. Bid deposit shall be a bond provided by a surety company authorized to do business in the State of Illinois, or the equivalent in cashier's check, certified check, or Comptroller's Certificate of monies owed the particular vendor. All certified or cashier's checks must be drawn on a responsible bank doing business in the United States, and shall be made payable to the order of the City of Chicago. Cash is not an acceptable form of bid deposit.

2. Amount Of Bid Deposit.

Bid deposit shall be in the amount shown in the advertisement or as may be prescribed herein but not in excess of 10% of the bid. Where the amount or the bid security shown in the advertisement should prove to be more than 10% of the bid, then the bidder may submit, in lieu of the foregoing, an amount equal to 10% of his bid. Compliance with the provisions herewith shall be determined in all cases by the Purchasing Agent and his determination shall be final.

3. Rejection Of Bids For Noncompliance With Bid Deposit Requirements.

When the invitation for bids requires deposit, noncompliance requires that the bid be rejected unless, it is determined that the bid fails to comply in a non-substantial manner with the deposit requirements.

4. Withdrawal Of Bids.

After the bids are opened, they shall be irrevocable for the period specified in the invitation for bids. If a bidder is permitted to withdraw its bid before award, no action shall be had against the bidder or the bid deposit.

A. Page R-2, Article 6, Submission of Proposals, delete:

"sealed proposals in triplicate"

in first line and replace with:

"only one copy of Part I and any supplement thereto for bidding purposes on demolition work for the City of Chicago".

*Special Condition Regarding Minority Business
Enterprise Commitment And Women Business
Enterprise Commitment.*

I. Policy And Terms.

A. It is the policy of the City of Chicago that Minority Business Enterprises (M.B.E.) and Women Business Enterprises (W.B.E.) as defined in City of Chicago Executive Order 85-2 and Regulations Governing Certification of Minority and Women-owned Businesses shall have the maximum opportunity to participate fully in the performance of contracts financed under this agreement.

B. Accordingly, the contractor agrees to expend not less than the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by M.B.E.s and W.B.E.s:

M.B.E. participation goal: 25%

W.B.E. participation goal: 5%

C. This commitment may be met by the contractor's status as a M.B.E. or W.B.E., or by a joint venture with one or more M.B.E.s or W.B.E.s, or by subcontracting a portion of the work to one or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the performance of the contract from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing.

D. The contractor may also meet all or part of this commitment by contracting with M.B.E.s or W.B.E.s for the provision of goods or services not directly related to the performance of this contract. However, the contractor shall, in determining the manner of M.B.E./W.B.E. participation, first consider involvement of M.B.E./W.B.E. firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Purchasing Agent will require the contractor to demonstrate the specific efforts undertaken by it to involve M.B.E. and W.B.E. firms directly in the performance of this contract.

II. Definitions.

A. "Minority Business Enterprises" or "M.B.E." means a firm awarded certification as a minority-owned and controlled business in accordance with City Regulations.

B. "Women Business Enterprises" or "W.B.E." means a firm awarded certification as a women-owned and controlled business in accordance with City Regulations.

(Copies of the Regulations Governing Certification of Minority and Women-owned Businesses are available from the Department of Purchases, Room 401, 121 North LaSalle Street, Chicago, Illinois 60602.)

C. "Directory" means the Directory of Certified "Disadvantaged Business Enterprises", "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Department of Purchases. The Directory identifies firms that have been certified as M.B.E.s and W.B.E.s, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed M.B.E. and W.B.E. firms.

D. "Area of Specialty" means the description of a M.B.E. or W.B.E. firm's business which has been determined by the Purchasing Agent to be most reflective of the M.B.E. or W.B.E. firm's claimed specialty or expertise. Each M.B.E./W.B.E. letter of certification contains a description of their Area of Specialty. This information is also contained in the Directory. Credit toward this contract's M.B.E. and W.B.E. participation goals shall be limited to the participation of firms performing within their Area of Specialty.

Notice: The Department of Purchases does not make any representation concerning the ability of any M.B.E./W.B.E. to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of M.B.E./W.B.E. firms to satisfactorily perform the work proposed.

E. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by W.B.E.s and M.B.E.s in contract work. A joint venture seeking to be credited for M.B.E./W.B.E. participation may be formed among M.B.E./W.B.E. firms or between M.B.E./W.B.E. firm(s) and non-M.B.E./W.B.E. firm(s).

A joint venture is eligible for M.B.E./W.B.E. credit if the M.B.E./W.B.E. partner(s) share in the ownership, control, management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the M.B.E./W.B.E. ownership percentage.

III. Counting M.B.E./W.B.E. Participation Toward The Contract Goals.

A. The inclusion of any M.B.E./W.B.E. in the contractor's M.B.E./W.B.E. Utilization Plan shall not conclusively establish the contractor's right to full M.B.E./W.B.E. credit for that firm's participation in the contract.

B. The Purchasing Agent reserves the right to deny or limit M.B.E./W.B.E. credit to the contractor where any M.B.E. or W.B.E. is found to be engaged in substantial subcontracting or pass-through activities with others. In this regard, a contractor may count toward its M.B.E. and W.B.E. goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Purchasing Agent shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of M.B.E./W.B.E. participation credit shall be based upon an analysis by the Purchasing Agent of the specific duties that will be performed by the M.B.E. or W.B.E. Each M.B.E./W.B.E. shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

C. The participation of M.B.E. and W.B.E. firms who have been certified as "brokers" shall be credited at a rate equal to no more than twenty percent (20%) of the actual dollar value of the goods and/or services "brokered" by the M.B.E. or W.B.E. firm. The Purchasing Agent reserves the right to grant credit for the participation of M.B.E. and W.B.E. brokers at rates of less than twenty percent (20%) where, based upon an analysis of the specific functions and duties of the M.B.E. or W.B.E. "broker", and other relevant factors (including common industry practices), it is determined that the value of the services provided by the M.B.E. or W.B.E. "broker" are either unsubstantiated or are clearly worth less than twenty percent (20%) of the value of the proposed (sub)contract. In order to facilitate this analysis by the Purchasing Agent, M.B.E./W.B.E. "brokers" shall provide, upon request, relevant information concerning their proposed participation. Requested information may include, without limitation: (1) specific information concerning brokers' fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the M.B.E./W.B.E. The Purchasing Agent further reserves the right to deny credit to M.B.E./W.B.E. brokers where the M.B.E./W.B.E. participation, as proposed, will bring little or no value to the proposed transaction as a result of pass-through activities with other firms.

D. Credit for the participation of M.B.E./W.B.E. firms as joint venture partners shall be based upon a detailed analysis of the duties, responsibilities and risks undertaken by the M.B.E./W.B.E. as specified by the joint venture's executed joint venture agreement. The Purchasing Agent reserves the right to deny or limit M.B.E./W.B.E. credit to the contractor where any M.B.E./W.B.E. joint venture partner is found to have duties, responsibilities, risks of loss and management control over the joint venture that is not commensurate with or in proportion to its joint venture ownership.

IV. Grant Of Relief For Bidders: Waiver Of M.B.E./W.B.E. Goals.

A. If a bidder or proposer finds it impossible to fully meet the M.B.E. goal and/or W.B.E. goal of this contract, the bid or proposal must include a signed petition for grant of relief from this Special Condition on bidder or proposer's letterhead, accompanied by documentation showing that all reasonable good faith efforts were made toward fulfilling the goal.

B. The bidder or proposer requesting a waiver or variance of the M.B.E./W.B.E. goals should generally demonstrate the following in its petition:

- (1) Evidence of direct negotiations with M.B.E./W.B.E. firms including, at a minimum (i) the names, addresses and telephone numbers of M.B.E./W.B.E. contracts; (ii) a description of the information provided to the M.B.E./W.B.E. firms regarding potential work to be performed; and (iii) a statement indicating why negotiations failed to result in any agreement;
- (2) A detailed statement of the efforts made to identify and select portions of direct contract work to be performed by M.B.E./W.B.E. firms;
- (3) A detailed statement of the efforts made to identify opportunities for M.B.E. and W.B.E. firms to perform work for the bidder/proposer where such M.B.E./W.B.E. contracting would not directly relate to the performance of this contract;
- (4) Evidence of the bidder/proposer's general affirmative policies regarding the utilization of M.B.E./W.B.E. firms, including an exposition of the methods used to carry out these policies; and
- (5) Evidence of the bidder/proposer's past performance with regard to the participation of M.B.E. and W.B.E. firms in City of Chicago contracts and in proportion with the bidder/proposer's overall expenditures for goods and services.

C. If the bidder/proposer does not meet the M.B.E. and/or W.B.E. goals, price alone shall not be an acceptable basis for which the bidder may reject the M.B.E./W.B.E. subbid unless the bidder can show to the satisfaction of the City that no reasonable price can be obtained from a M.B.E./W.B.E. A determination of reasonable price is based on such factors as the City's estimate for the work under a specific subcontract, the bidder's own estimate for the specific subcontract, and the average of the bona fide prices quoted for the specific subcontract. A M.B.E./W.B.E. bid for a subcontract will be presumed to be unreasonable if the M.B.E.'s/W.B.E.'s price exceeds the average price quoted by more than 15 percent.

V. Procedure To Determine Bid Compliance.

The following schedules and described documents constitute the bidder's M.B.E./W.B.E. proposal, and must be submitted in accordance with the guidelines stated:

A. Schedule C-1: Letter of Intent from M.B.E./W.B.E. to Perform as Subcontractor, Supplier and/or Consultant. (1) A Schedule C-1, executed by the M.B.E./W.B.E. firm (or Joint Venture Subcontractor) must be submitted by the bidder for each M.B.E./W.B.E. included on their Schedule D-1 and must accurately detail the work to be performed by the M.B.E./W.B.E. firm and the agreed rates and prices to be paid.

(2) If any fully complete and executed Schedule C-1 is not or cannot be submitted with the bid, it must be received by the Contract Administrator within three (3) business days after the date of the bid opening. (All post bid submissions must be in triplicate with original signatures on all documents). Failure to submit completed Schedule C-1s in accordance with this section will be cause for finding bid/proposal non-responsive and may result in rejection of bid/proposal.

B. Letters of Certification. (1) A copy of each proposed M.B.E./W.B.E. firm's current Letter of Certification from the City of Chicago must be submitted with the bid/proposal.

(2) All Letters of Certification are dated and are valid for one year from date of issue by the City.

(3) All Letters of Certification issued by the City of Chicago include a statement of the M.B.E./W.B.E. firm's Area of Specialty. The M.B.E./W.B.E. firm's scope of work, as detailed by their Schedule C-1 must conform to their stated Area of Specialty.

C. Joint Venture Agreements. (1) If the bidder's M.B.E./W.B.E. proposal includes the participation of M.B.E./W.B.E. firm as joint venture on any tier (either as the bidder or as a subcontractor), bidder must provide a copy of the joint venture agreement.

(2) In order to demonstrate the M.B.E./W.B.E. partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the M.B.E./W.B.E. firm; (3) the commitment of management, supervisory and operative personnel employed by the M.B.E./W.B.E. to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

D. Schedule D-1: Affidavit of Prime Contractor Regarding D.B.E./M.B.E./W.B.E. (1) Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed M.B.E./W.B.E. firm.

(2) Except in cases where the bidder has submitted a complete request for a waiver or variance of the M.B.E./W.B.E. goals in accordance with Section IV herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each M.B.E./W.B.E. firm included on their Schedule D-1. The total dollar commitment to proposed M.B.E. firms must at least equal the M.B.E. goal, and the total dollar commitment to proposed W.B.E.s must at least equal the W.B.E. goal. Bidders are responsible for calculating the dollar equivalent of the M.B.E. and W.B.E. goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

(3) All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1s. Where Schedule C-1s will be submitted after the bid opening (See Section V., A above), the bidder may submit a revised Schedule D-1 (executed and notarized in triplicate) to conform with the Schedule C-1s. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any M.B.E. or W.B.E. in order to achieve conformity between the Schedules C-1 and D-1.

VI. Reporting Requirements During The Term Of The Contract.

A. The Contractor shall, within thirty days of receiving the awarded contract, execute formal contracts or purchase orders with the M.B.E. and W.B.E. firms included in their approved M.B.E./W.B.E. Utilization Plan. These written agreements shall be made available to the Purchasing Agent upon request.

B. During the term of annual contracts (i.e., term agreements), the Contractor shall submit regular "M.B.E./W.B.E. Utilization Reports", a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Purchasing Agent, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Purchasing Agent, the Contractor's first "M.B.E./W.B.E. Utilization Report" will be due ninety (90) days after the date of contract award and reports will be due quarterly thereafter.

C. In the case of one time procurements with either single or multiple deliveries, a "M.B.E./W.B.E. Utilization Report", indicating final M.B.E. and W.B.E. payments shall be submitted directly to the Department of Purchases so as to assure receipt either at the same time, or before the using Department receives Contractor's final invoice. (Notice: Do not submit invoices with "M.B.E./W.B.E. Utilization Reports".)

D. "M.B.E./W.B.E. Utilization Reports" are to be submitted directly to: Department of Purchases, Division of Contract Monitoring and Compliance, City Hall, Room 400, 121 North LaSalle Street, Chicago, Illinois 60602.

VII. M.B.E./W.B.E. Substitutions.

A. Arbitrary changes by the Contractor of the commitments earlier certified in the Schedule D-1 are prohibited. Further, after once entering into each approved M.B.E. and W.B.E. subagreement, the Contractor shall thereafter neither terminate the subagreement, nor reduce the scope of the work to be performed by the M.B.E./W.B.E., nor decrease the price to the M.B.E./W.B.E., without in each instance receiving the prior written approval of the Purchasing Agent.

B. In some cases, however, it may become necessary to substitute a new M.B.E. or W.B.E. in order actually to fulfill the M.B.E./W.B.E. requirements. In such cases, the Purchasing Agent must be given reasons justifying the release by the City of prior specific M.B.E./W.B.E. commitments established in the Contractor's bid proposal. The substitution procedure will be as follows:

- (1) The Contractor must notify the Purchasing Agent immediately in writing of an apparent necessity to reduce or terminate a M.B.E./W.B.E. subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the M.B.E./W.B.E. contract goals.
- (2) The Contractor's notification should include a specific reason for the proposed substitution. Stated reasons which would be acceptable include any of the following examples: A previously committed M.B.E./W.B.E. was found not to be able to perform, or not to be able to perform on time; a committed M.B.E./W.B.E. was found not to be able to produce acceptable work; a committed M.B.E./W.B.E. was discovered later to be not bona fide; a M.B.E./W.B.E. previously committed at a given price later demands an unreasonable escalation of price.

The Contractor's position in these cases must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: A replacement firm has been recruited to perform the same work under terms more advantaged to the prime contractor; issues about performance by the committed M.B.E./W.B.E. were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); a M.B.E./W.B.E. has requested reasonable price escalation which may be justified due to unforeseen circumstances.

- (3) The Contractor's notification should include the name, address, and principal official of any proposed substitute M.B.E./W.B.E. and the dollar value and scope of work of the proposed subcontract. Attached should be all the same M.B.E./W.B.E. affidavits and documents, which are required of bidders, as enumerated above in Section V., "Procedure to Determine Bid Compliance".

- (4) The City will evaluate the submitted documentation and respond within 15 working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress the City will instead respond as soon as practicable.
- (5) Actual substitution of a replacement M.B.E./W.B.E. to fulfill contract requirements should not be made before City approval is given of the substitute M.B.E./W.B.E. Once notified of City approval, the substitute M.B.E./W.B.E. subcontract must be executed within five working days, and a copy of the M.B.E./W.B.E. subcontract with signatures of both parties to the agreement should be submitted immediately to the City.

C. The City will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary for the Contractor in order to comply with M.B.E./W.B.E. contract requirements.

D. After award of contract, no relief of the M.B.E./W.B.E. requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the M.B.E./W.B.E. requirements of this contract must be made in writing, stating all details of the request, the circumstances and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific firms, solicit M.B.E./W.B.E. bids, seek assistance from technical assistance agencies, etc. as outlined above in the section entitled "Grant of Relief for Bidders: Waiver of M.B.E./W.B.E. Goals".

E. In a case where an enterprise under contract was previously considered to be a M.B.E./W.B.E. but is later found not to be, or whose work is found not to be creditable toward M.B.E./W.B.E. goals fully as planned, the City will consider the following special criteria in evaluating a waiver request:

- (1) Whether the prime contractor was reasonable in believing the enterprise was a M.B.E./W.B.E. or that eligibility or "counting" standards were not being violated;
- (2) The adequacy of unsuccessful efforts taken to obtain a substitute M.B.E./W.B.E. (as outlined in the section above entitled "Grant of Relief for Bidders: Waiver of M.B.E./W.B.E. Goals").

F. The Purchasing Agent has sole authority regarding all matters of M.B.E./W.B.E. compliance including the granting of waivers or other relief to bidders.

VIII. Noncompliance And Liquidated Damages.

A. The Purchasing Agent shall have the discretion to apply suitable sanctions to the Contractor if the Contractor is found to be in noncompliance with the M.B.E./W.B.E. requirements. Failure to comply with the M.B.E. or W.B.E. terms of this contract or failure to use M.B.E.s/W.B.E.s as stated in the Contractor's assurances constitutes a material breach of this contract, and may lead to the suspension or termination of this contract in part or in whole; furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of noncompliance. In some cases, payments may be withheld until corrective action is taken.

B. When work is completed, in the event that the City has determined that the Contractor was not compliant in the fulfillment of the required M.B.E./W.B.E. goals, and a grant of relief of the requirements was not obtained, the City will thereby be damaged in the failure to provide the benefit of participation to minority or women businesses to the degree set forth in this Special Condition.

C. Therefore, in such case of noncompliance, the City will deduct as liquidated damages cumulative amounts computed as follows:

For each one percent (or fraction thereof) of shortfall toward the M.B.E. goal or W.B.E. goal, one percent of the base bid for this contract shall be surrendered by the Contractor to City in payments as liquidated damages.

Schedule C-1.

Letter Of Intent From M.B.E./W.B.E. To Perform As Subcontractor, Supplier And/Or Consultant.

Name of Project/Contract: _____

Specification Number: _____

From: _____
(Name of M.B.E./W.B.E. Firm)

M.B.E.: Yes _____; No _____

W.B.E.: Yes _____; No _____

To: _____ and the City of Chicago:
(Name of Prime Contractor-Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

_____ Sole Proprietor

_____ Corporation

_____ Partnership

_____ Joint Venture

The M.B.E./W.B.E status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago dated _____.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

The above described performance is offered for the following price and described terms of payment:

If more space is needed to fully describe the M.B.E./W.B.E. firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

(Signature of Owner or Authorized Agent)

Name/Title (Print)

Date

Phone

Schedule D-1.

Affidavit Of M.B.E./W.B.E. Goal Implementation Plan.

Contract Name: _____

Specification No.: _____

State of _____

County (City) of _____

I Hereby Declare And Affirm, That I am duly authorized representative of:

Name of Bidder/Proposer

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the M.B.E./W.B.E. goals of this contract.

All M.B.E./W.B.E. firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached) or have had a complete application for M.B.E./W.B.E. certification on file with the City of Chicago for at least 30 days.

I. Direct Participation Of M.B.E./W.B.E. Firms.

(Note: The bidder/proposer shall, in determining the manner of M.B.E./W.B.E participation, first consider involvement with M.B.E./W.B.E. firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.)

- A. If bidder/proposer is a certified M.B.E. or W.B.E. firm, attach copy of City of Chicago Letter of Certification. (Certification of the

bidder/proposer as a M.B.E. satisfies the M.B.E. goal only. Certification of the bidder/proposer as a W.B.E. satisfies the W.B.E. goal only.)

B. If bidder/proposer is a joint venture and one or more joint venture partners are certified M.B.E.s or W.B.E.s, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the M.B.E./W.B.E. firm(s) and its ownership interest in the joint venture.

C. M.B.E./W.B.E. Subcontractors/Suppliers/Consultants:

1. Name of M.B.E./W.B.E.: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes ___ No ___ *

*All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

2. Name of M.B.E./W.B.E.: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes ___ No ___ *

3. Name of M.B.E./W.B.E.: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes ___ No ___ *

*All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

4. Name of M.B.E./W.B.E.: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

5. Name of M.B.E./W.B.E.: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

*All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

6. Attach additional sheets as needed.

II. Indirect Participation Of M.B.E./W.B.E. Firms.

(Note: This section need not be completed if the M.B.E./W.B.E. goals have been met through the direct participation outlined in Section I. If the M.B.E./W.B.E. goals have not been met through direct participation, contractor will be expected to demonstrate that the proposed M.B.E./W.B.E. direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.)

M.B.E./W.B.E Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

A. Name of M.B.E./W.B.E.: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

*All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

B. Name of M.B.E./W.B.E.: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

C. Name of M.B.E./W.B.E.: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

*All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

D. Name of M.B.E./W.B.E.: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

E. Attach additional sheets as needed.

III. Summary Of M.B.E./W.B.E. Proposal.

A. M.B.E. Proposal:

1. M.B.E. Direct Participation (from Section I):

*All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

M.B.E. Firm Name	Dollar Amount Of Participation	Percent Amount Of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct M.B.E. Participation:	\$ _____	_____ %

2. M.B.E. Indirect Participation (from Section II):

M.B.E. Firm Name	Dollar Amount Of Participation	Percent Amount Of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

Total Indirect M.B.E. Participation: \$ _____ %

B. W.B.E. Proposal:

1. W.B.E. Direct Participation (from Section I):

W.B.E. Firm Name	Dollar Amount Of Participation	Percent Amount Of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct W.B.E. Participation:		\$ _____ %

2. W.B.E. Indirect Participation (from Section II):

W.B.E. Firm Name	Dollar Amount Of Participation	Percent Amount Of Participation
_____	\$ _____	_____ %

W.B.E. Firm Name	Dollar Amount Of Participation	Percent Amount Of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect W.B.E. Participation:		\$ _____ %

To the best of my knowledge, information and belief, the facts and representations contained in this schedule are true, and no material facts have been omitted.

The Contractor designates the following person as their M.B.E./W.B.E Liaison Officer:

Name: _____ Phone Number: _____

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Signature of Affiant (Date)

State of _____

County of _____

This instrument was acknowledged before me on _____ (date)
by _____ (name/s of person/s)
as _____ (type of authority, e.g., officer,
trustee, etc.) of _____ (name of party on behalf of
whom instrument was executed).

Signature of Notary Public

(Seal)

M.B.E./W.B.E Utilization Report.

Contract Administrator: _____

Specification No.: _____

Phone No.: _____

Contract No.: _____

Date of Award: _____

Utilization Report
No.: _____

M.B.E./W.B.E. Name	Goods/Services Provided	Amount Of Contract	Amount Paid To Date
	\$	\$	
	\$	\$	

TOTAL M.B.E.: \$ _____

TOTAL W.B.E.: \$ _____

I Do Solemnly Declare And Affirm Under The Penalties Of Perjury That The Contents Of The Foregoing Document Are True And Correct, And That I Am Authorized, On Behalf Of The Contractor, To Make This Affidavit.

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of Affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on _____ (date)
by _____ (name/s of person/s)
as _____ (type of authority, e.g., officer,
trustee, etc.) of _____ (name of party on behalf of
whom instrument was executed).

Signature of Notary Public

(Seal)

[Letter of Certification attached to this Schedule D-1
unavailable at time of printing.]

Disclosure Of Ownership Interests.

Pursuant to Section 26.1-3 of the Municipal Code of the City of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. Notwithstanding, the Corporation Counsel may require any additional information which is reasonably intended to achieve full disclosure of ownership interests from the lowest responsible bidder or selected proposer. Every question must be answered. If the question is not applicable, answer with "NA". If the answer is none, please answer "none".

Bidder/Proposer Name: _____

Bidder/Proposer Address: _____

Bidder/Proposer is a (check one):

- Corporation;
- Sole Proprietor;
- Partnership;
- Not-for-Profit Corporation;
- Joint Venture*;
- Other

Section I -- For Profit Corporations.

- a. Incorporated in the State of _____
- b. Authorized to do business in the State of Illinois: Yes No
- c. Names of officers and directors of corporation (List Names and Titles):

Name (Print or Type)	Title (Print or Type)

- d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

*Each Joint Venture Partner must submit a completed Disclosure of Ownership Interests.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

e. The corporation is owned partially or completely by one or more other corporations: Yes [] No []

If "yes", submit a Disclosure of Ownership Interests form for each of said corporations.

f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 3% of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 3% of the shares, the requirements of this Section I would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report.

Section II -- Partnerships.

If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein:

Names of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Section III -- Sole Proprietorships.

- a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary:

Yes [] No [] If No, complete items b. and c. of this Section III.

- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee hold such interest:

Name(s) of Principal(s) (Print or Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

Section IV -- Land Trusts, Business Trusts, Estates And Other Entities.

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

Section V -- Not-For-Profit Corporations.

- a. Incorporated in the State of _____
- b. Authorized to do business in the State of Illinois: Yes [] No []
- c. Names of officers and directors of corporation (list names and titles):

Name (Print or Type)	Title (Print or Type)
_____	_____
_____	_____
_____	_____
_____	_____

Note: Pursuant to Section 26.1-3 of the Municipal Code of the City of Chicago the Corporation Counsel of the City of Chicago may require any such additional information from any entity to achieve full disclosure relevant to the contract. Pursuant to Section 26.1-2 of the Municipal Code of the City of Chicago any material change in the information required above must be provided by supplementing this statement at any time up to the time the Purchasing Agent takes action on the contract.

*Affidavit Of Local Business And
Affidavit Of Small, Local Business.*

"Small, Local Business" means a business which is both a small business and a local business.

"Small Business" means a business employing fewer than 100 employees, and which is neither dominant in its field nor the parent, affiliate or subsidiary of a business dominant in its field. For purposes of this definition, a business shall not be deemed dominant in its field if its annual gross receipts are less than \$5,000,000.

"Local Business" means a business located within the corporate limits of the City of Chicago, which has the majority of its regular, full-time work force located within the city, and which is subject to city taxes.

(Joint Ventures: For purposes of establishing a firm's eligibility for two percent (2%) local business preference and Small, Local Business designation, each partner must complete a separate affidavit. A joint venture is a "Small Business" only if all joint venturers are "Small Businesses". A joint venture is a "Local Business" only if at least fifty percent (50%) interest in the venture is held by "Local Businesses".)

Instructions: "Local Businesses" must complete Parts I and III. "Small, Local Businesses" must complete Parts I, II and III.

Part I.

- 1) Is bidder/proposer a "Local Business" as defined above? Yes _____ No _____
- 2) How many persons are currently employed by bidder/proposer? _____
- 3) Does bidder/proposer have business locations outside of City of Chicago? Yes _____ No _____

If yes, list such bidder/proposer business addresses:

(Attach Additional Sheets If Necessary)

- 4) How many of bidder/proposer's current employees work at City of Chicago locations?

- 5) Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)? Yes
_____ No _____

Part II.

- 1) Is bidder/proposer a "Small Business" as defined above? Yes _____ No _____

- 2) Are annual gross receipts of bidder/proposer less than Five Million Dollars (\$5,000,000)? Yes _____ No _____

Part III.

I do solemnly declare and affirm under penalties of perjury that the contents of this document are true and correct, and that I am authorized, on behalf of the bidder/proposer, to make this affidavit:

Signature of Affiant

Name of Affiant (Print or Type)

Title of Affiant (Print or Type)

State of _____

County of _____

This instrument was acknowledged before me on _____ (date)

by _____ (name/s of person/s)

Signature of Notary (Seal)

Anti-Apartheid Affidavit.

All bidders/proposers must complete Part One of this Affidavit. All bidders proposing to supply goods must complete both Part One and Part Two.

Part One: For Compliance with Sections 26-26.1 and 26-26.2 of the Municipal Code of Chicago.

Instructions: Indicate the situation that applies to your firm by checking the box [] before either Section A or Section B. If you do provide goods and/or services to any of the entities listed in Section B, then complete that Section in its entirety.

[] Section A: The undersigned hereby certifies that the bidder/proposer and all subcontractors utilized by the bidder/proposer in order to provide any of the goods or services required under this contract will not, as of the time of the award of the contract herein applied for, or during the life of the contract provide goods or services, including computer hardware, software or technology, to any agency of the national government of the Republic of South Africa, Namibia, or any of their political subdivisions or agencies, including but not limited to the military, police, prison system or the Department of Cooperation and Development of the Republic of South Africa or any other entity listed in 15 C.F.R. Part 385, Supplemental No. 1.

The undersigned further certifies that the Republic of South Africa, Namibia, or a national corporation of either (defined as a company more than 50% owned by the government of the Republic of South Africa or Namibia) will not be utilized by the bidder/proposer in order to provide any of the goods and/or services required under this contract.

[] Section B: The undersigned hereby certifies that the bidder/proposer and/or a subcontractor utilized by the bidder/proposer in order to provide any of the goods and/or services required under this contract provides goods and/or services to the following agencies or political subdivisions of the national government of the Republic of South Africa or Namibia.

(Affiant may attach statement indicating whether entities are not apartheid enforcing.)

Part Two: For Compliance with Section 26-27 of the Municipal Code of Chicago.

Instructions: Complete this section only if your firm is proposing to supply goods.

I, _____,
 (Name of person or chief executive officer of business entity, or his designee)

on behalf of _____
 (Print or type name of person or entity applying for a contract award)

hereby certify that the following goods which I propose to supply to the City of Chicago were not assembled or wholly manufactured in the Republic of South Africa or Namibia.

Description of Goods (Print or Type)

Signature of Owner or Authorized Officer

Name of Firm (Print or Type)

Title (Print or Type)

State of _____

County of _____

This instrument was acknowledged before me on _____ (date)

by _____ (name/s of person/s)

(Notary Seal)

Signature of Notary

[Contractor's Performance Bond printed on pages 10953
through 10954 of this Journal.]

CONTRACTOR'S PERFORMANCE BOND

Know All Men by these Presents, That we,

Principal, hereinafter referred to as Contractor, and _____ Sur

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of A.D., 19 _____

The Condition of the Above Obligation is such, That whereas the ab

bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing date the

day of _____ A.D. 19 _____, for

SPECIMEN

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgments, costs, and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed or to be performed under said contract by said Contractor, Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatsoever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract; and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent to be due said City by reason of a failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have power to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every workman or subcontractor, and to each and every person who shall be employed by the said Contractor or by _____ assignees or subcontractors, in or about the performance of said contract, and shall insure _____ liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person under the provisions of an Act of the General Assembly of the State of Illinois, entitled "An Act to promote the general welfare of the people of this State by providing compensation for accidental injuries or death suffered in the course of employment within this State and without t

State where the contract of employment is made within this State; providing for the enforcement and administering thereof, and a penalty for its violation, and repealing an Act therein named," approved July 9, 1951, and under the provisions of an Act of the General Assembly of the State of Illinois entitled "An Act to promote the general welfare of the people of this State by providing remedies for injury suffered or death resulting from occupational diseases incurred in the course of employment; providing for enforcement and administration thereof, and to repeal an Act therein named," approved July 9, 1951, and under the provisions of an Act of the General Assembly of the State of Illinois entitled "An Act providing for the protection and safety of persons in and about the construction, repairing, alteration, or removal of buildings, bridges, viaducts, and other structures, and to provide for the enforcement thereof approved June 3, 1907, as amended, and generally known as the 'Scaffolding Act', then is this obligation to be null and void, otherwise remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgment rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgments, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injury to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or his agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgment thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts of the General Assembly of the State of Illinois, when notice of the pendency of arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; Provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of an Act entitled "An Act in relation to bonds of contracts entered into for public construction," approved June 20, 1931, as amended, (hereinafter called the "Act"); Provided, further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, which claim shall have been verified and shall have contained the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having a place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residence of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed; Provided, further, that no defect in the non-compliance herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; Provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120-day period in which case action may be taken immediately following such final settlement, and Provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of the work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms or any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in any wise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

.....(Seal)

Approved.....19..... (Seal)

.....(Seal)

Purchasing Agent..... (Seal)

.....(Seal)

Approved as to form and legality:..... (Seal)

.....(Seal)

Asst. Corporation Counsel..... (Seal)

Demolition Of Buildings

City Of Chicago

Part 2

Detail Specifications

Special Conditions

Federal Labor Standard Provisions

(As Revised March 21, 1986)

Required For Use By

Department Of Inspectional Services.

Issued By

The Department Of Purchases, Contracts And Supplies

City Of Chicago.

Detail Specifications.

Scope Of Work.

The work under this contract consists of the demolition and removal of buildings and structures on each named address including foundation walls, columns, floors, piers and partitions down to demolition grade; the removal or filling with sand, all underground steel tanks; the removal of concrete, brick, stone, or wood, retaining walls and stoops to demolition grade; the placing of required fill (topping) on the parcel; removal of all fences, posts, signs, debris, trash, refuse lying on the parcel, and all other incidentals and collateral work necessary to complete the removal of building or buildings, and leveling of the site as herein specified.

Use Of Fill Requirements.

The material used for fill, except the top four (4) inches, (topping) shall be brick, broken concrete, stone, mortar or other similar inorganic material. Material which, in the opinion of the Commissioner, is not suitable for use as fill, shall not be so used and shall be removed from the site of the work at no additional cost to the City. The Contractor shall furnish all additional material necessary to complete the filling specified without any additional compensation therefore. All or any debris in excess of that required for fill shall become the property of the Contractor and shall be hauled away from the site or sites. Debris used as fill material shall contain no portion or section of rubble exceeding twelve (12) inches in its largest dimension.

The material used for fill for the top four (4) inches topping shall consist of bank run sand, fill sand, pea gravel, black dirt or top soil, limestone screenings, or granulated cinders, all as may be approved by the Commissioner.

Finished grading of the top four (4) inches shall contain no fill material with surface area or diameter in excess of one (1) inch. Said fill shall cover all demolition debris scattered about the lot area and graded to a reasonably neat and compacted level, to the required finish grade.

The fill, as described above, except the top four (4) inches, shall be place to demolition grade. For each parcel the demolition grade shall be the surface extending from the top of the street sidewalk to the top of the alley pavement surface at the rear of the parcel, or where no alley exists from the top of the street sidewalk in front of the parcel to existing ground surface at the rear lot line of the parcel; provided, however, that where the lot surface is more than one (1) foot below the sidewalk grade, then demolition grade shall be the grade of the lot surface. All projecting pipes, posts, splinters, lumber, glass, sheet metal and all other similar debris shall be removed.

All public sidewalks and alleys shall be left in place unless otherwise ordered and authorized by the Bureau of Streets. All subsidewalk and vault spaces shall be filled sufficiently to prevent settlement to such sidewalks. Foundations, walls, piers, or columns supporting such sidewalks shall not be removed or disturbed.

Need For Additional Fill.

Demolition of structures on depressed lots (in excess of one (1) foot) may require the addition of satisfactory fill to the site to properly grade and finish same. Vaulted walks shall be filled sufficiently to prevent settlement to such walks. Adequate fill, properly topped, shall be provided to slope the grade from the depressed lot level up to the public walk and alley grades. Such grading shall be pitched not less than five (5) feet of horizontal run for each foot of vertical rise. Permanent barricades or fences of proper design and construction may be approved in lieu of the above at the discretion of the Commissioner. Fences if required would be included in the special condition of the contract documents.

Permits.

The Contractor shall obtain all necessary permits at his own expense, prior to starting the demolition work. Issuance of a wrecking permit does not authorize wrecking to proceed in lieu of the "Letter of Authorization" proceed order.

Party Walls.

Where two or more buildings are connected by a party wall and one building is to be demolished, the Contractor shall be responsible for following 76.9 of the Chicago Building Code as follows:

Anchorage Of Party Walls.

76-9. Before a permit is issued for the wrecking of a structure that has one or more party walls in common with one or more buildings, there shall be delivered to the Department of Buildings a certificate by a licensed architect or licensed structural engineer to the effect that the adjoining premises do not require anchorage, or if such certificate indicates that anchorage is necessary the or engineer and approved by the Commissioner of Inspectional Services, indicating adequate anchorage of floor and roof joints. The adjoining premises shall be anchored in compliance with such drawing. The written consent of the owner of the adjoining premises permitting the anchorage shown on such drawing shall also accompany the certificate. (Chapter 76 Revised, Council Journal, December 30, 1949, page 5475.)

Party walls of greater height than the remaining structure shall be brought down to the height of said structure and made watertight.

All openings, except pipe and duct chases in the remaining portion of the party wall shall be closed with brick, mortar or other material similar to that in the party wall. Any loose material shall be removed from the party wall and its surface left in a reasonable smooth, patched and sound condition. Returns on party walls shall not project more than twelve (12) to sixteen (16) inches and shall be cut off and dressed in a reasonable smooth and plum condition.

The Contractor shall be liable for any damage caused by loose materials from the party wall or deviation thereof.

The foregoing shall also include party walls found during the progress of the work and not indicated in the plans or specifications of said work to be done at the Contractor's expense.

Trap Doors, Gratings, Et Cetera.

The Contractor shall remove all coal hole covers, trap doors, sidewalk lights, gratings, and similar appurtenances that occur in the public sidewalk adjacent to the buildings to be removed. The openings left in the sidewalks thereby shall be filled to within four (4) inches of the top of the adjoining sidewalk and covered with not less than four (4) inches of compacted gravel or granulated cinder fill graded and pitched to the elevation of the adjacent walks.

Frames for the aforesaid appurtenances shall be removed from the sidewalk area if the conditions of such frames is detrimental to the public safety. The Contractor shall not remove, damage or disturb the vaults or other appurtenances of private utilities.

Water Connections.

The Contractor shall order the water disconnected and pay for same, unless otherwise specified herein.

It will be the responsibility of the Contractor to determine how many water services are to be cut off. There is a separate charge for each service.

Safety Precautions.

The Contractor shall avoid hazards to persons and property, and interference with the use of adjacent buildings or interruption of free passage to and from such buildings. Care

shall also be taken to prevent the spread of dust and flying particles. After work is started on any building, the work on that building shall be continued to completion promptly and expeditiously. On completion of work at each building, premises shall be left in a condition satisfactory to the Commissioner. The cleaning up of the premises shall include the removal and disposal of any rubbish, refuse or other trash lying within the parcel areas, whether or not such conditions have resulted from operations under this contract.

Sealing Permits.

No buildings, structure or premise shall be wrecked or destroyed without prior notice thereof in writing being given to the Commissioners of Water and Sewers of the City of Chicago.

The Contractor shall obtain a sealing permit from the Bureau of Streets, Departments of Water and Sewers, City of Chicago, prior to wrecking any building or structure. This permit shall serve as the notice immediately hereinabove required.

After the water to any particular building has been shut off by the Water Department, the Contractor shall locate, cut, flatten and crimp, as directed, the lead service line to that building. Also, the Contractor shall disconnect and seal in any approved manner the sewer outlet to each building.

Utility Service.

Prior to the commencement of work on each building, the Contractor will check all utilities, including electric, telephone, water and gas service for shut off in accordance with the requirements and regulations of the City of Chicago and the utility companies. It shall be the responsibility of the Contractor to arrange for the disconnecting end and/or removal of all utilities including sewer and water service. If any such utility is not shut off, the Contractor shall notify the Commissioner before starting work. Any damage to the utility services to remain shall be repaired at the expense of the Contractor.

Burning.

The Contractor, his representative or employees shall not burn or cause to be burned, at any time, within the site of the work any paper, wood or other combustible refuse, waste or other material resulting from wrecking or other operation under this contract.

Use Of Explosives.

The use of explosives in the performance of the work under this contract is prohibited.

Artistic And Historical Matter.

Any and all matter on the site or contained on or in the structure scheduled for demolition that has artistic or historical significance shall remain the property of the department. The Commissioner or his duly authorized agent shall have the sole discretion in determining what is historical or artistic.

Special Conditions.

Damage Or Theft.

It is expressly understood and agreed by the Contractor that the City does not assume any responsibility for any building or the contents thereof, including but not limited to salvageable furnishings, fixtures or attachments of whatever kind or nature being in the same condition as existed at the time of advertising for bids or thereafter. City shall in any event not be liable to Contractor for any loss, destruction, theft or removal of any property from the premises; nor shall Contractor be entitled to any allowance or other claim against the City should any of said acts occur.

Time Of Performance.

Inasmuch as the City may not obtain demolition orders for all of the buildings listed in the Proposal Page, the "Notice to Proceed" in these cases will be delayed until the required court order is obtained.

Work shall start within ten (10) calendar days of the date of written notification to proceed by the Department of Buildings.

Work shall be completed not later than forty (40) calendar days after date of written notice to proceed from the Department of Buildings.

Under no condition, except emergency demolitions, shall the Contractor start demolition until he receives his "Letter of Authorization" to proceed.

Under no condition, except emergency demolitions, shall work begin prior to obtaining the required permits. Emergency demolition permits must be obtained within seventy-two (72) hours of the commencement time. Insurance certificates submitted for emergency demolition permits must specify the commencement date.

Where an invitation to bid covers the demolition of several buildings at different addresses, each building will be considered as a separate entity and awarded as a separate contract unless otherwise stated.

Penalty.

Failure to perform in accordance with the specifications is cause for disqualification on all pending and future City demolition work. Time is of the essence.

Cancellation.

The City shall have the right to cancel any contract awarded, on which demolition has not started if the court decree of demolition previously entered has been stayed or vacated by the courts. The City shall not be liable for cancellation of any demolition contract it awards if the building or structure is demolished or is being demolished under a contract by the owner or a third party.

Cancellation of any contract, because of court order or other reasons, on which authorized demolition has started, shall be permitted and all costs and expenses incurred by the Contractor shall be paid by the City, if liable or by the defendant(s) if the court so orders.

Subletting.

The undersigned certifies that this work will not be sublet to others, and that he will perform the entire work with his own forces.

Equal Employment Opportunity (If contract cost is less than \$10,000).

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees' and applicants for

employment, notices to be provided by the municipality setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Equal Employment Opportunity (If contract cost exceeds \$10,000).

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the municipality setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the municipality, advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, as amended by Executive Order 11246 of October 13, 1968, and of the rules, regulations and relevant orders of the President's Committee of Equal Employment Opportunity created thereby.

- e. The Contractor will furnish all information and reports required by Executive Order 10925 of March 6, as amended by Executive Order 11114 of June 22, 1963, as amended by Executive Order 11246 of October 13, 1968, and by the rules, regulations and orders of the said Committee or by the Housing and Home Finance Agency pursuant thereto, and will permit access to his books, records and accounts by the municipality, the Housing and Home Finance Agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, as amended by Executive Order 11246 of October 13, 1968, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the President's Committee on Equal Employment Opportunity or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, as amended by Executive Order 11246 of October 13, 1968, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the municipality may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the municipality, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor's Insurance.

The Contractor shall not commence work under the contract until he has obtained at his expense, and filed said insurance with the Department of Buildings as requested by the City of Chicago Building Code, all insurance required herein and until one signed duplicate of each of the policies covering such insurance have been delivered to and approved by the City.

All insurance required by the contract documents shall remain in full force and effect until the work is fully completed and accepted.

All such insurance shall be placed in financially responsible companies, authorized under the insurance laws of the State of Illinois to do business in the State of Illinois, and satisfactory to the Comptroller. Copy of each policy shall be delivered to the Commissioner before beginning work.

Workmen's Compensation Insurance.

Contractor hereby agrees to indemnify and save harmless the City of Chicago from any and all claims and demands whatsoever which may accrue to each and every person who shall be employed by said Contractor, in or about the performance of said contract, and further agrees that during the life of the contract, Contractor shall take out and maintain such insurance as the City may deem to be adequate to insure Contractor's liability to pay the compensation, which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of an Act of the General Assembly of the State of Illinois, entitled "An Act to Promote the General Welfare of the people of this State by providing compensation for accidental injuries or death suffered in the course of employment; providing for enforcement and administration thereof, and to repeal an Act herein named", approved July 9, 1931, and under the provisions of an Act of the General Assembly of the State of Illinois entitled "An Act providing for the protection and safety of persons in and about the construction, repairing, alteration or removal of buildings, bridges, viaducts and other structures and to provide for the enforcement thereof", approved June 3, 1907, as amended and generally known as the "Scaffolding Act", and under the provisions of any amendments to any of such Acts.

Workmen's Compensation.

The limits of liability under Coverage "B", the Employer's Liability Section of the standard form of Workmen's Compensation and Employee's Liability Policy, shall not be less than \$100,000.00 per person.

Public Liability And Property Damage Insurance.

The Contractor shall take out and maintain during the life of the contract such Comprehensive Public Liability and Property Damage Insurance as shall protect him from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from activities under or incidental to the contract, both on or off the site of the work, whether such activities by himself or by anyone directly or indirectly employed by the Contractor. The amounts of such insurance shall be as specified below.

Public Liability.

Public Liability Insurance in an amount not less than \$250,000.00 for injuries including accidental death to any one person and subject to the same limits for each person, in an amount not less than \$500,000.00 on account of any one accident.

Property Damage.

Property Damage Insurance in an amount not less than \$100,000.00 for damage to property in any one accident with an aggregate limit of not less than \$300,000. If, as a result of any one or more accidents, the City shall decide that the foregoing Property Damage Insurance aggregate limits have been either exhausted or threatened to become exhausted, Contractor shall immediately take out, at Contractor's expense, such additional Property Damage Insurance as City, in said City's sole discretion, may direct.

Owner's Protective Insurance.

The Contractor shall take out and maintain during the life of the contract, Owner's Protective Insurance for the protection of the City in the same amounts and affording to the City the same protection from liability as is above specified for the Comprehensive Public Liability and Property Damage Insurance.

Compliance with these provisions, however, shall not relieve the Contractor of his responsibility of liability to any person or persons, nor shall it relieve him of any obligation to indemnify and save harmless the City and its representatives from and against any and all claims asserted by such person or persons.

Insurance Covering Special Hazards.

The following special hazards shall be covered by the Contractor, whose work involves these hazards by rider or riders to the Comprehensive Public Liability and Property Damage Insurance Policies hereinabove required (or by separate policies of insurance), in amounts as specified hereinabove for said policies:

- (A) Blasting, Explosion and Collapse.
- (B) Damage to Underground Utilities.
- (C) Trucking and Motor Vehicle Operations.

- (D) Any other hazards involved in the work to be performed under the contract which, in the opinion of the City at any time during the contract period, appears to be sufficiently dangerous to require special insurance.

Automobile Insurance.

The Contractor shall take out and maintain during the life of the contract comprehensive automobile liability insurance with bodily injury, including death, limits in an amount not less than \$250,000.00 per person and \$500,000.00 per accident and property damage limits in an amount not less than \$100,000.00 per accident. The Contractor shall be named insured.

All of the insurance hereinabove required shall be in addition to any other insurance the Contractor may have been required, or may hereafter be required to furnish by other contracts with the City covering work not included in this contract.

Special Insurance Provision.

Failure on the part of the lowest responsible bidder to furnish Contractor's Performance Bond may be considered by the City as just cause for City to withhold the award to said bidder and to award the contract without additional advertising to anyone of the remaining lowest responsible bidders, as the best interests of the City will be served.

All of the policies covering the various types of insurance required shall contain a provision that the insurance company or companies issuing the policies will not change, cancel or terminate said insurance without thirteen (13) days prior written notice to the City.

In the event any policies are to be cancelled or terminated, according to such notice, Contractor shall within said thirteen days deliver to City new policies of like amount and kind as those being cancelled or terminated, and such new policies must be satisfactory to the City in all respects and be issued by responsible insurance companies which are satisfactory to the City.

Any change in policies not agreed to by the City shall be deemed a non-compliance by Contractor with the insurance requirements and shall be regarded the same as if such policies had been cancelled or terminated.

Federal Labor Standards Provisions.

*United States Department Of Housing
And Urban Development.*

Applicability.

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such federal assistance.

A. 1. (1) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. Part 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 C.F.R. Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the

wage determination. H.U.D. shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and H.U.D. or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by H.U.D. or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise H.U.D. or its designee or will notify H.U.D. or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under O.M.B. Control Number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives and H.U.D. or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), H.U.D. or its designee shall refer the questions, including the views of all interested parties and the recommendation of H.U.D. or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise H.U.D. or its designee or will notify H.U.D. or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under O.M.B. Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or

program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under O.M.B. Control Number 1215-0140.)

2. Withholding. H.U.D. or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, H.U.D. or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. H.U.D. or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (1) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each such worker, his or her correct classification, hourly rates or wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under O.M.B. Control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to H.U.D. or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to H.U.D. or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under O.M.B. Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 C.F.R. Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a property executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of H.U.D. or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, H.U.D. or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or

to make such records available may be grounds for debarment action pursuant to 29 C.F.R. Part 5.12.

4.(i) Apprentices and Trainees Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the United States Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe

benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. Part 30.

5. Compliance with Copeland Action requirements. The contractor shall comply with the requirements of 29 C.F.R. Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as H.U.D. or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. Part 5.5.

7. Contracts termination; debarment. A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. Parts 1, 3 and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and H.U.D. or its designee, the U. S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1) or to be awarded H.U.D. contracts or participate in H.U.D. programs pursuant to 24 C.F.R. Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1) or to be awarded H.U.D. contracts or participate in H.U.D. programs pursuant to 24 C.F.R. Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration. . . makes, utters or publishes any statement, knowing the same to be false. . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. H.U.D. or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contract or any other federally-assisted

contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health And Safety.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96.)

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

General Wage Decision Number IL86-9.

Supersedes General Wage Decision No. IL85-5020.

State: Illinois.

County(ies): Cook.

Construction Type: Building, Residential, Heavy and Highway.

Construction Description: Building, Residential, Heavy and Highway Projects.

Modification Record:

No.	Publication Date	Page No.(s)
1	March 21, 1986	137

Truck Drivers:

	Basic Hourly Rates	Fringe Benefits
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Building And Residential:

2 -- 3 Axles	\$15.175	d, e, f
4 Axles	15.425	d, e, f
5 Axles	15.625	d, e, f
6 Axles	15.825	d, e, f

Heavy And Highway:

2 -- 3 Axles	\$15.15	\$3.40e, f
4 Axles	15.40	3.40e, f
5 Axles	15.60	3.40e, f
6 Axles	15.80	3.40e, f

Laborers (Wrecking):

General	\$13.40	\$1.92
Wallmen, Wreckers, Burners and Hammermen	13.90	1.92
Smokestack or High Man	14.25	1.92

	Basic Hourly Rates	Fringe Benefits
Truck Drivers:		
Landscape:		
Landscape Plantsman	\$8.85	g, h
Truck Driver, 2 Axles	8.90	g, h
Truck Driver; 3 Axles, and Equipment Operator	9.35	g, h

Laborers (Building And Residential):

Group 1	\$13.90	\$2.62
Group 2	13.975	2.62
Group 3	14.00	2.62
Group 4	14.05	2.62
Group 5	14.10	2.62
Group 6	14.125	2.62
Group 7	14.225	2.62
Group 8	14.25	2.62
Group 9	14.35	2.62
Group 10	14.475	2.62

Laborers (Heavy And Highway):

Group 1	\$13.90	\$1.92
Group 2	13.975	1.92
Group 3	14.05	1.92

	Basic Hourly Rates	Fringe Benefits
Truck Drivers:		
Group 4	\$14.175	1.92
Laborers (Sewer And Tunnel):		
Group 1	\$13.90	\$1.92
Group 2	14.025	1.92
Group 3	14.125	1.92
Group 4	14.25	1.92
Power Equipment Operators:		
Building And Residential Construction:		
Group 1	\$18.60c	\$5.55
Group 2	17.30c	5.55
Group 3	15.65c	5.55
Group 4	13.90c	5.55
Sewer, Heavy And Highway Construction:		
Group 1	\$18.45	\$5.55
Group 2	17.90	5.55
Group 3	16.75	5.55
Group 4	15.35	5.55
Group 5	14.15	5.55

Laborers Classifications (Building And Residential):

- Group 1 -- Construction; Plasterers' Tenders; and Pumps for Dewatering and Other Power Equipment.
- Group 2 -- Cement Gun.
- Group 3 -- Chimney over 40 feet; Scaffold.
- Group 4 -- Cement Gun Nozzle (Gunite).
- Group 5 -- Stone Derrickmen and Handlers.
- Group 6 -- Jackhammermen; and Power Driven Concrete Saws and Other Power Equipment.
- Group 7 -- Firebrick and Boiler Setters.
- Group 8 -- Chimney on Fire Brick; Caisson Diggers; and Well Point System Men.
- Group 9 -- Boiler Setter Plastic.
- Group 10 -- Jackhammermen on Fire Brick.

Laborers Classifications (Heavy And Highway):

- Group 1 -- Construction; Tenders; Material Expeditor (Asphalt Plant); Street Paving, Grade Separation, Sidewalk, Curb and Gutter, Stripers and all laborers not otherwise mentioned.
- Group 2 -- Asphalt Tampers and Smoothers: Cement Gun.
- Group 3 -- Cement Gun Nozzle (Laborers) Gunite.
- Group 4 -- Rakers and Lutemen; Machine-Screwmen; Kettleman; Mixermen; Drummen; Jackhammermen (Asphalt); Paintmen; Mitre Box Spreaders; Laborers on Birch, Overman and Similar Spreader Equipment; Laborers on Apsco; Laborers on Air Compressors; Paving Form Setter; Jackhammermen (Concrete); Power Driven Concrete Saws; Other Power Equipment.

Laborers Classifications (Sewer And Tunnel):

- Group 1 -- Top Laborers, and all laborers not otherwise mentioned.

- Group 2 -- Concrete Laborers; Steel Setters.
- Group 3 -- Cement Carriers; Cement Mixers; Concrete Repairmen; Mortar Men; Scaffold Men; and Second Bottom Men.
- Group 4 -- Air trac drill operations; Bottom Men; Bracers-bracing; Bricklayer's Tender; Catch Basin Digger; Drainlayer; Dynamiter; Form Men; Jackhammermen; Pipelayers; Rodders; Welders and Burners; Well Point System Men.

Power Equipment Operator.

Building And Residential Construction.

- Group 1 -- Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cubic feet; Concrete Paver 27E cubic feet -- and under; Concrete Placer; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, Hammerheld; Creter Crane; Crusher, Stone, etc.; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yard and over; Hoists, Elevators, Outside Type Rack and Pinion and Similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Locomotive; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-screw Type Pumps; Gypsum Bulker and pump; Raised and Blind Hole Drill; Rock Drill (self-propelled); Rock Drill (truck mounted); Roto Mill Grinder (36 inches and over); Roto Mill Grinder (less than 36 inches); Scoops-Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom, and side boom; and Trenching Machines.
- Group 2 -- Bobcat (over 3/4 cubic yard); Boiler; Brick Forklift; Broom, Power Propelled; Bulldozers; Concrete Mixer (two bag and over); Conveyer, Portable Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2- 1/4 yard; Hoists, Automatic; Hoists; Inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists; Tugger Single Drum; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (receives an additional \$.50 per hour); and Winch Trucks with "A" Frame.
- Group 3 -- Air Compressor -- small 150 and under (1 to 5 not to exceed a total of 300 feet); Air Compressor-- large over 150; Combination -- small Equipment Operator; Generator -- Small 50 kilowatts and under; Generator -- large over 50 kilowatts; Heaters, Mechanical Hoists; Inside Elevators (rheostat manual

controlled); Hydraulic Power units (pile driving and extracting); Pumps over 3 inches (1 to 3 not to exceed a total of 300 feet); Pumps, well points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cubic yard); and Brick Forklift.

Group 4 -- Oilers; Hoists; inside elevators (pushbutton with automatic doors).

Sewer, Heavy, And Highway Construction.

Group 1 -- Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Spreader Autograder; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine (1 cubic yard backhoe bucket or over or with attachment); Concrete Breaker (truck mounted); Concrete Conveyer; Concrete Paver over 27E cubic feet; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco and Machines of a like nature; Creter Crane; Crusher, Stone, etc.; Derricks; Derricks Boats; Derricks, Traveling Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradual and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post (driver mounted); Hoists, One, Two, and Three Drum; Hydraulic Backhoes; Locomotive; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill-Crawler or Skid Rig; Rock Drive-truck mounted; Roto Mill Grinder (36 inches and over); Roto Mill Grinder (less than 36 inches); Slip-Form Paver; Soil Test Drill Rig (truck mounted); Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with attachment; Trenching Machine; Truck Mounted Concrete Pump with boom; Underground Boring and/or Mining Machines under 5 feet; Wheel Excavator and Widener (Apsco); and Raised or Blind Hole Drill.

Group 2 -- Batch Plant; Bituminous Mixer; Bobcats (over 3/4 cubic yard); Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyers; Combination Backhoe Front Endloader Machine (less than 1 cubic yard backhoe bucket or over or with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 75 Series to and including 27 cubic feet; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Conveyer Muck Cars (Haglund or similar type); Finishing Machine-Concrete; Greaser Engineer Highlift Shovels or Front Endloader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks (all attachments); Locomotives, Dinkey; Pump Cretes; Squeeze Cretes-Screw type Pumps; Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc. self-propelled; Scoops-Tractor Drawn; self-propelled Compactor; Spreader-Chip- Stone, etc., Scraper; Scraper-prime mover in tandem (add \$1.00 to Class 2 hourly rate for each hour and for each machine

attached thereto); Tank Car Heater; Tractors, push, pulling, Sheeps Foot, disc, compactor etc.; and Tug Boats.

Group 3 -- Boilers; Brooms all Power Propelled; Cement Supply Tender; Compressor, common receiver (2); Concrete Mixer (two bag and over); Conveyer, Portable Farm-type Tractors used for mowing, seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete, power driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; and Tamper-form -- motor driven.

Group 4 -- Air Compressor -- small 170 and under (1 to 5 not to exceed a total of 300 feet); Air Compressor -- large over 170; Asphalt Spreader Backend Man; Combination -- Small Equipment Operator; Generators -- small 50 kilowatts and under; Generators -- large over 50 kilowatts; Heaters, Mechanical; Hydraulic Power Unit (pile driving or extracting); Lights Plants (1 through 5); Pumps, over 3 inches (1 to 3 not to exceed a total of 300 feet); Pumps, well points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches; Bobcats (up to and including 3/4 cubic yard); and Hydraulic Power Unit.

Group 5 -- Oilers.

Paid Holidays: (where applicable)

A -- New Year's Day	B -- Memorial Day	C -- Independence Day
D -- Labor Day	E -- Thanksgiving Day	F -- Day after Thanksgiving
G -- Christmas Day		

Footnotes:

- a. Paid Holidays: A through G
- b. Employer contributes 8% of regular hourly rate to vacation pay credit for employees who have more than five years of service and 6% for those with less than five years of service

- c. Employees who are required to wear a dosimeter radiation detection device will have an additional 50¢ per hour added to their hourly rate of pay
- d. \$117.00 per week
- e. Paid Holidays: A, B, C, D, E, G and Decoration Day
- f. 90 straight-time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years -- 2 weeks paid vacation; 10 years -- 3 weeks paid vacation; 20 years -- 4 weeks paid vacation
- g. Paid Holidays: A, B, C, D, E, G
- h. 1 Year's service -- 1 week paid vacation; 3 or more years service -- 2 weeks paid vacation

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 C.F.R. 5.5(a) (1) (11)).

(Sub)Exhibit "J"
To Redevelopment Agreement.

City Of Chicago, Illinois

Redevelopment Tax Increment Note.

(Edgewater Shopping Center And Chicago Transit Authority

Turnaround Redevelopment Project).

Series 1990.

\$1,100,000.00

_____, 199__

For Value Received, The City of Chicago, Illinois (the "City"), an Illinois municipal corporation and home rule unit of local government existing under the constitution and laws of the State of Illinois, promises to pay to the order of First National Realty and Development Company, Incorporated and American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated August 18, 1986, and known as Trust No. 06920904 (collectively, the "Developer") the principal sum of One Million One Hundred Thousand Dollars (\$1,100,000.00) or so much thereof as shall from time to time be deemed advanced under the Redevelopment Agreement (as hereinafter defined), together with interest thereon from the date or dates set forth below on the unpaid balance of the principal sum at the rate hereinafter described, at the times and in the manner hereinafter provided. Sums shall be deemed advanced hereunder from time to time in each case of the date of and in an amount equal to the portion of the T.I.F. Funded Redevelopment Project Costs set forth in a Request for Verification which is approved by the Commissioner of the Department of Economic Development of the City of Chicago (the "Commissioner") pursuant to Section 11.04 of that certain Redevelopment Agreement (the "Redevelopment Agreement") dated _____, 1990, between the City and Developer.

1. Authority And Security.

This Redevelopment Note is issued pursuant to the exercise of the City's power and authority under the Tax Increment Allocation Redevelopment Act, Illinois Rev. Stat. (1985) Ch. 24, par. 11-74.4-1 et seq. (the "Act"), as amended, and pursuant to "An Ordinance Approving and Authorizing the Execution of a Redevelopment Agreement between the City of Chicago and First National Realty and Development Company, Incorporated and American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated August 18, 1986, and known as Trust No. 06920904 and the execution of a Redevelopment Tax Increment Note (Edgewater Shopping Center and C.T.A. Turnaround Redevelopment Project), Series 1990, in an amount not to exceed \$1,100,000 (the "Note Ordinance") and the Redevelopment Agreement.

Pursuant to the Act, the City adopted tax increment allocation financing for the Edgewater Redevelopment Plan and Project by means of an ordinance entitled "An Ordinance of the City of Chicago, Illinois, Adopting Tax Increment Allocation Financing for the Edgewater Redevelopment Project Area" (the "Real Estate Tax Increment Ordinance"). Pursuant to the Real Estate Tax Increment Ordinance, the Note Ordinance and the Redevelopment Agreement, the City Council of the City allocated to and authorized and directed the City Treasurer to deposit in a special fund entitled "1986 Edgewater Redevelopment Project Area Tax Allocation Fund" (the "Special Fund") the ad valorem taxes, if any, arising from the levies upon taxable real property in the Redevelopment Project Area (as defined in the Redevelopment Agreement) by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act for each year after the effective date of the Real Estate Tax Increment Ordinance (i.e., commencing with the year beginning January 1, 1987) until the Project Costs and obligations issued in respect thereto have been paid or retired, but in no event later than December 1, 2009 (unless the Special Fund is terminated sooner, as provided in Section 11.02 of the Redevelopment Agreement), which are attributable to the increase in the

current equalized assessed valuation of each lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed valuation of each property in the Redevelopment Project Area as certified by the Cook County Clerk, all as provided for in Sections 11-74.4-8 and 11-74.4-9 of the Act (the "Real Estate Tax Increment").

2. Purpose.

The proceeds of the Special Fund shall be used to pay the T.I.F. Funded Redevelopment Project Costs (as defined in the Redevelopment Agreement) and obligations incurred by the City in payment of such costs.

3. Terms.

The terms and conditions of the Redevelopment Agreement are hereby incorporated into this Note by this reference as if fully set forth herein.

This Note (the "Redevelopment Note") is executed and delivered by the City pursuant to the Note Ordinance and the Redevelopment Agreement for the purpose of paying the T.I.F. Funded Redevelopment Project Costs. The Special Fund and all monies in or to be deposited in the Special Fund are hereby pledged by the City for payment of all principal of and interest on this Redevelopment Note.

(a) Principal -- The principal amount of the Redevelopment Note shall be \$1,100,000, or so much thereof as shall from time to time be deemed advanced under the Redevelopment Agreement.

(b) Interest -- Interest shall accrue on the unpaid balance of the principal sum as follows:

- (i) From the date of this Note until a Request for Verification described in Section 11.05 of the Redevelopment Agreement is approved or deemed approved by the Commissioner pursuant to said section, at the rate per annum of zero percent (0%); and
- (ii) Thereafter, and until the dissolution of the Special Fund, as provided in Section 11.02 of the Redevelopment Agreement, interest shall be at the rate of eight and one-half percent (8-1/2%) per annum on that portion of the Redevelopment Project Costs set forth in a Request for Verification which is approved by the Commissioner pursuant to Section 11.04 of the Redevelopment Agreement.

(Sub)Exhibit "K"
To Redevelopment Agreement.

Equalized Assessed Value.

1990	\$1,062,463
1991	\$1,774,034
1992	\$1,774,034
1993	\$1,774,034
1994	\$1,774,034
1995	\$1,774,034
1996	\$1,774,034
1997	\$1,774,034
1998	\$1,774,034
1999	\$1,774,034
2000	\$1,774,034
2001	\$1,774,034
2002	\$1,774,034
2003	\$1,774,034
2004	\$1,774,034
2005	\$1,774,034
2006	\$1,774,034
2007	\$1,774,034

*(Sub)Exhibit "L"
To Redevelopment Agreement.*

Developer's Agreement.

City Of Chicago First Source Hiring Program.

This Agreement entered into by and between the City of Chicago, a municipal corporation existing under the laws of the State of Illinois, through its Department of Economic Development (hereinafter the "City") and _____ (hereinafter the "Developer").

Witnesseth:

Whereas, A primary objective of the City's First Source Hiring Program (the "First Source Program") is to ensure that unemployed Chicago residents are considered first for jobs created through community or economic development projects; and

Whereas, Developer has proposed to construct and develop _____;
and

Whereas, In consideration of this Agreement, the City, through its Department of Economic Development, will _____; and

Whereas, To obtain maximum benefit to the First Source Program through the construction, development, and use of the Project, Developer agrees to use its best efforts to secure participation in the First Source Program as hereinafter set forth by such of Developer's tenants in the Project who, as of the commencement date of their lease, occupy two thousand (2,000) or more rentable square feet of space in the Project ("Project Employers");

Now, Therefore, In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. The foregoing recitals are incorporated by reference as though fully set forth herein.

2. Developer agrees to cooperate with the City's Department of Economic Development and the City's Mayor's Office of Employment and Training ("M.E.T.") and use its best efforts to secure the participation of Project Employers in the First Source Program for the purpose of the recruitment by Project Employers (and referral by M.E.T., or any of its successors, to Project Employers) of employees in positions covered by the First Source Program. Such efforts shall include, but shall not be limited to, the distribution of brochures and letters, discussing with prospective Project Employers the benefits of participation in the First Source Program and other reasonable efforts.

3. Upon entering into a lease with a Project Employer, Developer will use its best efforts to secure such Project Employer's entry into a participation agreement (the "Participation Agreement") substantially in the form attached hereto and made a part hereof as Exhibit A under the terms of which the Project Employer will agree to undertake good faith negotiations with representatives of the City First Source Program for the purpose of entering into an agreement to implement the Project Employer's participation in the First Source Program (the "First Source Hiring Agreement"). A specimen First Source Hiring Agreement, similar to one which may be negotiated by and between M.E.T. and the Project Employers, is attached to the Participation Agreement (Exhibit A hereto) as Schedule I. The City agrees that Developer shall have no liability with respect to the Project Employer's refusal to enter into the Participation Agreement after Developer has used its best efforts to cause the Project Employer to enter into the Participation Agreement as required pursuant to the terms of paragraph 2 above. The City further agrees that Developer shall have no liability with respect to the Project Employer's failure or refusal to enter into the First Source Hiring Agreement or for any failure or refusal of the Project Employer to perform the terms and conditions of the Participation Agreement or the First Source Hiring Agreement.

4. This Agreement shall take effect when signed by the parties below and shall remain in full force and effect for a period of _____ years from and after the date hereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns for said _____ year period, however, the obligations of the Developer contained herein shall be binding upon its successors and assigns (during such _____ year period) where there is a sale or other voluntary transfer of the Project, but shall not be binding upon any mortgage lender or other person or entity who acquires the Project by foreclosure or deed in lieu thereof or any successors and assigns of such mortgage lender or other person or entity who acquires the Project by foreclosure or deed in lieu thereof. The Developer shall, in the event of a sale or other voluntary transfer of the Project (with the exception of the Project's acquisition by foreclosure or deed in lieu thereof), inform the Purchaser of this Agreement and the Purchaser's transferred obligations hereunder where such sale or voluntary transfer occurs within the _____ year period of this Agreement. Upon foreclosure or deed given in lieu thereof, the Developer shall have no further obligations under this Agreement from and after the date of such transfer, and the City agrees that any such transfer shall not abate or otherwise affect any _____ granted to the Project. In the event of sale or other voluntary transfer of the Project where the Developer has complied in full with the provisions of this Agreement, the Developer shall have no further obligations hereunder and the City agrees that any such sale or other transfer shall not abate or otherwise affect any _____ granted to the Project where there has been full compliance with this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, any or all of which may contain the signatures of only one of the parties, and all of which shall be construed together as a single instrument.

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

[Signature forms omitted for printed purposes.]

[Participation Agreement attached to this (Sub)Exhibit "L"
unavailable at time of printing.]

Exhibit "B".

City Of Chicago, Illinois

Redevelopment Tax Increment Note.

(Edgewater Shopping Center And Chicago Transit Authority

Turnaround Redevelopment Project).

Series 1990.

\$1,100,000.00

_____, 199__

For Value Received, The City of Chicago, Illinois (the "City"), an Illinois municipal corporation and home rule unit of local government existing under the constitution and laws of the State of Illinois, promises to pay to the order of First National Realty and Development Company, Incorporated and American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated August 18, 1986, and known as Trust No. 06920904 (collectively, the "Developer") the principal sum of One Million One Hundred Thousand Dollars (\$1,100,000.00) or so much thereof as shall from time to time be deemed advanced under the Redevelopment Agreement (as hereinafter defined), together with interest thereon from the date or dates set forth below on the unpaid balance of the principal sum at the rate hereinafter described, at the times and in the manner hereinafter provided. Sums shall be deemed advanced hereunder from time to time in each case of the date of and in an amount equal to the portion of the T.I.F. Funded

Redevelopment Project Costs set forth in a Request for Verification which is approved by the Commissioner of the Department of Economic Development of the City of Chicago (the "Commissioner") pursuant to Section 11.04 of that certain Redevelopment Agreement (the "Redevelopment Agreement") dated _____, 1990, between the City and Developer.

1. Authority And Security.

This Redevelopment Note is issued pursuant to the exercise of the City's power and authority under the Tax Increment Allocation Redevelopment Act, Illinois Rev. Stat. (1985) Ch. 24, par. 11-74.4-1 et seq. (the "Act"), as amended, and pursuant to "An Ordinance Approving and Authorizing the Execution of a Redevelopment Agreement between the City of Chicago and First National Realty and Development Company, Incorporated and American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated August 18, 1986, and known as Trust No. 06920904 and the execution of a Redevelopment Tax Increment Note (Edgewater Shopping Center and C.T.A. Turnaround Redevelopment Project), Series 1990, in an amount not to exceed \$1,100,000 (the "Note Ordinance") and the Redevelopment Agreement.

Pursuant to the Act, the City adopted tax increment allocation financing for the Edgewater Redevelopment Plan and Project by means of an ordinance entitled "An Ordinance of the City of Chicago, Illinois, Adopting Tax Increment Allocation Financing for the Edgewater Redevelopment Project Area" (the "Real Estate Tax Increment Ordinance"). Pursuant to the Real Estate Tax Increment Ordinance, the Note Ordinance and the Redevelopment Agreement, the City Council of the City allocated to and authorized and directed the City Treasurer to deposit in a special fund entitled "1986 Edgewater Redevelopment Project Area Tax Allocation Fund" (the "Special Fund") the ad valorem taxes, if any, arising from the levies upon taxable real property in the Redevelopment Project Area (as defined in the Redevelopment Agreement) by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act for each year after the effective date of the Real Estate Tax Increment Ordinance (i.e., commencing with the year beginning January 1, 1987) until the Project Costs and obligations issued in respect thereto have been paid or retired, but in no event later than December 1, 2009 (unless the Special Fund is terminated sooner, as provided in Section 11.02 of the Redevelopment Agreement), which are attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed valuation of each property in the Redevelopment Project Area as certified by the Cook County Clerk, all as provided for in Sections 11-74.4-8 and 11-74.4-9 of the Act (the "Real Estate Tax Increment").

2. Purpose.

The proceeds of the Special Fund shall be used to pay the T.I.F. Funded Redevelopment Project Costs (as defined in the Redevelopment Agreement) and obligations incurred by the City in payment of such costs.

3. Terms.

The terms and conditions of the Redevelopment Agreement are hereby incorporated into this Note by this reference as if fully set forth herein.

This Note (the "Redevelopment Note") is executed and delivered by the City pursuant to the Note Ordinance and the Redevelopment Agreement for the purpose of paying the T.I.F. Funded Redevelopment Project Costs. The Special Fund and all monies in or to be deposited in the Special Fund are hereby pledged by the City for payment of all principal of and interest on this Redevelopment Note.

(a) Principal -- The principal amount of the Redevelopment Note shall be \$1,100,000, or so much thereof as shall from time to time be deemed advanced under the Redevelopment Agreement.

(b) Interest -- Interest shall accrue on the unpaid balance of the principal sum as follows:

- (i) From the date of this Note until a Request for Verification described in Section 11.05 of the Redevelopment Agreement is approved or deemed approved by the Commissioner pursuant to said section, at the rate per annum of zero percent (0%); and
- (ii) Thereafter, and until the dissolution of the Special Fund, as provided in Section 11.02 of the Redevelopment Agreement, interest shall be at the rate of eight and one-half percent (8-1/2%) per annum on that portion of the Redevelopment Project Costs set forth in a Request for Verification which is approved by the Commissioner pursuant to Section 11.04 of the Redevelopment Agreement.

(c) Repayment -- The principal sum of the Redevelopment Note and interest thereon, as hereinabove stated, shall be paid in annual installments on January 1 of each year (except for the "Final Payment") commencing on January 1 of the year after the issuance of a Certificate of Completion for the Project, with a final payment (the "Final Payment") to be paid on no later than December 1, 2009, after the full amount of the Real Estate Tax Increment attributable to the Project has been deposited in the Special Fund and to the full extent monies have been deposited and are available in the Special Fund. Each annual payment shall be equal to the balance in the Special Fund, to the extent of the balance of principal and interest hereunder.

All payments on account of the indebtedness evidenced by the Redevelopment Note, including the Final Payment, shall be first applied to interest on the unpaid principal balance and the remainder to principal.

Principal and interest shall be paid by check mailed to the address of the person or persons entitled thereto as shown on the registration books maintained by the City Treasurer of the City, unless the City has been directed to make such payments in another manner by advance written notice given to said City Treasurer pursuant to Section 29.04 of the Redevelopment Agreement. Payments of principal and interest shall be made in such coin or currency of the United States of America as at the time of payment constitutes legal tender for the payment of public and private debts.

4. Prepayment.

Prepayment may occur at any time, without penalty.

5. No Recourse.

Notwithstanding anything contained herein to the contrary, in the event the City dissolves the Special Fund pursuant to Section 11.02 of the Redevelopment Agreement, the obligation of the City to make payments of principal and interest under the Redevelopment Note shall terminate and the Redevelopment Note shall be null, void and of no force and effect. This Redevelopment Note and the obligation to pay the principal of and interest on this Redevelopment Note are limited obligations of the City and are payable solely from monies available in the Special Fund. The Redevelopment Note and the obligation to pay the principal of and interest on the Redevelopment Note do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision, and shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power. In the event the principal balance and all accrued and unpaid interest on the Redevelopment Note are not paid in full upon the making of the Final Payment in full compliance with the terms hereof, the obligations to pay any remaining unpaid principal sum and accrued and unpaid interest from the Special Fund shall be extinguished and canceled.

6. Remedies.

Subject to the provisions in paragraph 5 hereinabove, whenever, under the terms of the Redevelopment Note, the principal and interest outstanding and unpaid become due and payable, the holder of the Redevelopment Note may pursue any remedies, legal or equitable, that are available to collect the unpaid balance hereof, together with interest. In any proceeding instituted to collect the unpaid balance of this Note, the prevailing party shall be entitled to recover attorney's fees and other costs of litigation from the other party.

7. No Waiver By Delay.

No delay on the part of the holder of the Redevelopment Note in exercising any option to demand payment shall operate as a waiver thereof or preclude the exercise thereof at any time during the continuance of a default.

8. Jurisdiction.

The proper jurisdiction for any action or proceeding under the Redevelopment Note shall be with the state or federal courts sitting within the State of Illinois. The Redevelopment Note for all purposes shall be governed by and construed in accordance with the laws of the State of Illinois.

It Is Hereby Certified, Recited And Declared, That all acts, conditions and things required to exist, happen and be performed precedent to and in the execution of the Redevelopment Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of the Redevelopment Note does not exceed or violate any constitutional or statutory limitation.

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

[Signature forms omitted for printing purposes.]

(Form Of Assignment)

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

[Signature form omitted for printing purposes.]

AMENDMENT OF CITY EMPLOYEE DEFERRED COMPENSATION
PLAN TO CONFORM WITH CURRENT INTERNAL
REVENUE CODE REQUIREMENTS.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending the deferred compensation plan for City employees to bring the plan into conformity with Internal Revenue Code requirements, 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) EDWARD M. BURKE,
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, Rush, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 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 adopted an ordinance establishing a deferred compensation plan for the employees of the City of Chicago on December 29, 1981, Council Journal pages 8921 to 8928, and amended it on November 18, 1982, Council

Journal pages 13682 to 13685 and again on January 23, 1985, Council Journal pages 12747 to 12751; and

WHEREAS, Certain provisions of the ordinance must be modified to bring the deferred compensation plan into conformity with current requirements of Section 457 of the Internal Revenue Code and requires other revisions for clarification and to add flexibility; and

WHEREAS, It is desirable to restate the plan as modified in one comprehensive document, and the plan as set forth in Section 1 of this ordinance is designed to meet the current requirements of the Internal Revenue Code; now, therefore,

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

SECTION 1. The Deferred Compensation Plan Ordinance enacted on December 29, 1981, appearing at Council Journal pages 8921 to 8928, as amended on November 18, 1982 (Council Journal pages 13682 to 13685) and on January 23, 1985 (Council Journal pages 12747 to 12751) is hereby amended and restated in its entirety, as follows:

[City of Chicago Deferred Compensation Plan immediately follows Section 3 of this ordinance.]

SECTION 2. The Mayor or his designee duly authorized in writing, is hereby authorized to execute on behalf of the City the Deferred Compensation Plan as substantially in the foregoing form.

SECTION 3. This ordinance shall take effect upon passage.

City of Chicago Deferred Compensation Plan attached to this ordinance reads as follows:

City Of Chicago Deferred Compensation Plan.

Preamble.

The City of Chicago has approved an amended and restated City of Chicago Deferred Compensation Plan (the "Plan") effective January 1, 1989. The Plan consists of the provisions set forth in this document and applies to current Participants and also to each Public Employee who hereafter elects to participate in the Plan. The Plan is effective as to each such Public Employee upon the date he becomes a "Participant" by signing and filing with the Administrator the Participation Agreement referred to herein.

*Article I.**Definitions.*

1.01. The following terms shall, for purposes of this Plan, have the meanings set forth below:

- (a) Administrator means the person, department, agency or organization appointed by the Employer to administer the Plan.
- (b) Beneficiary means the person properly designated by a Participant to receive the Participant's benefits under this Plan.
- (c) Compensation means all payments made by the Employer as remuneration for services rendered, including salaries, fees, et cetera.
- (d) Employer means the City of Chicago or any of its agencies, departments, subdivisions or instrumentalities for which services are performed by a Participant.
- (e) Includible Compensation means, for the purposes of the limitation on deferrals, Compensation for services performed for the Employer which is currently includible in gross income after giving effect to all provisions of the I.R.C. The amount of Includible Compensation shall be determined without regard to any community property laws.
- (f) I.R.C. means the Internal Revenue Code of 1986, as now in effect or as hereafter amended.
- (g) Normal Retirement Age means the age specified in writing by the Participant within a range of ages ending no later than 70-1/2 and beginning no earlier than the earliest age at which the Participant has the right to retire under the applicable Employer's Retirement Plan (if he belongs to or has a right to belong to such a Plan), without consent of the Employer, and to receive immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age in the applicable Employer's Retirement Plan.
- (h) Participant means any Public Employee who is eligible to defer Compensation under the Plan and who participates under this Plan by signing the Participation Agreement.
- (i) Participation Agreement means the application form by which the Public Employee applies to the Administrator to participate in the Plan, as filed with and accepted by the Administrator.

- (j) Plan means the City of Chicago Deferred Compensation Plan as set forth in this document and as it may be amended from time to time.
- (k) Plan Year means the calendar year in which the Plan became effective (1981), and each succeeding calendar year during the existence of the Plan.
- (l) Public Employee means any person, including an elected or appointed official, who receives any type of Compensation from the Employer for which services are rendered. For purposes of this Plan, "Public Employee" shall specifically exclude independent contractors and part-time employees.
- (m) Separation From Service means Separation From Service as defined in I.R.C. Section 402(e)(4)(A)(iii), and on account of the Participant's death or retirement.
- (n) Unforeseeable Emergency means severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or a dependent (as defined in I.R.C. Section 152(a)) of the Participant, loss of the Participant's property due to casualty, or other similar or extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant.

Article II.

Election To Defer Compensation.

2.01 The Participant may elect to participate by signing the Participation Agreement and consenting to a reduction of salary by the deferral amount specified in the Participation Agreement.

2.02 The Employer shall commence the reduction no earlier than the first pay period commencing during the first month after the date on which the Participation Agreement is filed with the Administrator.

2.03

- (a) The Participant may revoke his election to participate and may amend the amount of Compensation to be deferred by signing and filing with the Administrator a written revocation or amendment on a form and in the procedural manner approved by the Administrator. In addition, the Participant may amend his investment specification in the procedural manner approved by the Administrator. Any amendment which increases the amount deferred for any pay period shall be effective only if an agreement providing for such additional deferred amount is entered into

before the beginning of the month in which the pay period commences. Any revocation or amendment of the amount deferred shall be effective prospectively only. Any change in the Participant's investment specification by the Participant, whether it applies to amounts previously deferred or amounts to be deferred in the future shall be effective prospectively only and shall be effective on a date consistent with the rules and specifications of the investment carrier.

- (b) After the death of the Participant, his Beneficiary shall have the right to amend the Participant's or the Beneficiary's own investment specification by signing and filing with the Administrator a written amendment on a form and in the procedural manner approved by the Administrator. Any change in an investment specification by a Beneficiary shall be effective on a date consistent with the rules and specifications of the investment carrier. The right of a Beneficiary to amend an investment specification shall terminate on the last day available for an election concerning the mode of payment pursuant to Section 7.03 below.

2.04 Except as provided in Section 2.05, the maximum deferred amount under the Plan for the Participant's taxable year shall not exceed the lesser of (a) \$7,500 or (b) 33-1/3% of the Participant's Includible Compensation as provided in I.R.C. Section 457.

2.05 For one or more of the Participant's last three (3) taxable years ending before the attainment of Normal Retirement Age under the Plan, the maximum deferral shall be the lesser of: (a) \$15,000 or (b) the limitation established for the taxable year under Section 2.04 plus the limitation established for purposes of Section 2.04 for prior taxable years beginning after December 31, 1978, during which the Participant was eligible to participate less the amount of Compensation deferred under the Plan for such prior taxable years (the "Limited Catch-Up").

2.06 A Participant may only use the Limited Catch-Up provision of Section 2.05 once, whether or not the Limited Catch-Up is utilized in less than all of the three (3) taxable years ending before the Participant attains Normal Retirement Age, and whether or not the Participant rejoins the Plan or participates in another eligible Plan after retirement. For purposes of the Limited Catch-Up deferrals provided in Section 2.05, a prior taxable year shall be taken into consideration only if (a) it commences after December 31, 1978, (b) the Participant was eligible to participate in the prior year plan, and (c) deferrals of Compensation under the prior year Plan were subject to the same ceiling as provided in Section 2.04.

2.07 The Participant is obligated to inform the Employer of his Participation in any other State or local deferred Compensation plan(s) in any taxable year beginning after December 31, 1978.

2.08 In applying the deferral limitations of Sections 2.04 and 2.05, any amounts excluded from the Participant's gross income for the taxable year under I.R.C. Section 403(b), and, effective January 1, 1989, under I.R.C. Sections 402(a)(8) and 402(h)(1)(B), shall be treated as amounts deferred as provided in I.R.C. Section 457(c).

Article III.

Plan Transfers.

3.01 If a Participant terminates employment with the Employer and accepts employment with another employer which maintains an eligible deferred compensation plan (as defined in I.R.C. Section 457) and the new employer's Plan accepts transfers, the Participant may transfer his account balance from the Plan to the Plan maintained by the new employer.

3.02 Transfer from other eligible deferred compensation plans (as defined in I.R.C. Section 457) to the Plan will be accepted at the Participant's request if such transfers are in cash or non-annuity products currently offered under the Plan. Any such transferred amount shall not be subject to the limitations of Section 2.04, provided, however, that the actual amount deferred during the calendar year under both plans shall be taken into account in calculating the deferral limitation for that year. For purposes of determining the limitation set forth in Section 2.05, years of eligibility to participate in the prior plan and deferrals under that plan shall be considered.

Article IV.

Designation Of Beneficiary.

The Participant shall have the right to file, with the Administrator, a written Beneficiary or change of Beneficiary form designating the person or persons who shall receive the benefits payable under this Plan in the event of the Participant's death. The form for this purpose shall be provided by the Administrator and will have no effect until it is signed, filed with the Administrator by the Participant and accepted by the Administrator. If the Participant dies without having a Beneficiary form on file, the benefits shall be paid to the properly appointed fiduciary of the Participant's probate estate. Provided, however, if a fiduciary has not been appointed and qualified within one hundred twenty (120) days after the Participant's death, the benefits shall be paid to the Participant's surviving spouse. If no spouse survives the Participant, the benefits shall be paid to the Participant's surviving child or children in equal shares. If no spouse or children survive the Participant, benefits shall be paid to the Participant's surviving parent or parents in equal shares. The Participant accepts and acknowledges that the Participant has the burden for executing and filing, with the Administrator, a proper Beneficiary designation form. The Participant further accepts and acknowledges that his failure to execute and file a proper Beneficiary designation form will result in the distribution of benefits as provided above. The Beneficiary shall have the right to elect the mode of payment of such benefits, subject to the limitations set forth in Section 7.03.

Article V.

Accounts And Reports.

5.01 The Employer shall remit the amounts deferred to the Administrator or his designated agent. The Administrator shall have no duty to determine whether the funds paid to him by the Employer are correct, nor to collect or enforce such payment.

5.02 For convenience and to facilitate an orderly administration of the Plan, the Administrator shall maintain a deferred account with respect to each Participant. A written report of the status of the Participant's deferred account shall be furnished to the Participant within ninety (90) days after the end of each reporting period, as determined by the Employer, or at least semi-annually.

5.03 Within ninety (90) days after the end of the calendar year, the Administrator shall file with the Employer a written report of the assets of the Plan, a schedule of all receipts and disbursements, and a report of all material transactions of the Plan during the preceding year.

5.04 The Administrator's records shall be open to inspection during the normal business hours by the Employer or any Participant, or their designated representatives.

5.05 All reports to the Participant shall be based on fair market value as of the reporting date, as if the deferred amounts had been invested according to the Participant's investment specifications.

Article VI.

Investment Of Deferred Amount.

6.01 The deferred amounts shall be delivered by the Employer to the Administrator or his designated agent for investment as designated by the Employer. The Employer shall be given a reasonable amount of time, not exceeding thirty (30) days from the date of deferral, to effectuate this delivery of the deferred amounts to the Administrator or his designated agent.

6.02 The Employer shall use the Participant's or Beneficiary's investment specifications as an index so as to determine the value of the deferred account maintained with respect to the Participant as if the deferred amounts had been invested according to such specifications. The Employer shall be under no obligation to invest the deferred amounts as specified by the Participant or Beneficiary.

6.03 All interest, dividends, charges for premiums and administrative expenses, and changes in value due to market fluctuations that would be applicable to each Participant's deferred account had his deferred amounts been invested in accordance with his investment specification shall be credited or debited to the account as they occur.

6.04 All assets of the Plan, including all deferred amounts, property and rights purchased with deferred amounts, and all income attributable to such deferred amounts, property or rights, shall be the exclusive property of the Employer and shall be subject to all claims of creditors of the Employer, without protection or preference. Contracts and other evidences of the investments of all assets under this Plan shall be registered in the name of the Employer which shall be the owner thereof. The rights of the Participant created by this Plan shall be those of a general creditor of the Employer, and in an amount equal to the fair market value of the deferred account maintained with respect to the Participant, determined as if the deferred amounts had been invested pursuant to the Participant's investment specifications. The Participant acknowledges that his rights are no greater than those of a general creditor of the Employer and that in any suit for an accounting, to impose a constructive trust, or to recover any sum under this Plan, the Participant's rights are limited to those of a general creditor of the Employer. The Employer acknowledges that the Administrator is the agent of the Employer.

Article VII.

Benefits.

7.01 Commencement of Distributions. The Participant may elect the time at which distribution under the Plan are to commence by designating the month and year during which the first distribution is to be made. Such election must be made prior to the time any such amounts become payable to the Participant. The date designated by the Participant should not be sooner than the Participant's date of Separation from Service. The Participant shall make such election no later than thirty (30) days following separation from service. Benefits payable to the Participant will be the equivalent of the total benefits that would have been created had the deferred amounts been invested as specified by the Participant.

The date elected for commencement of distributions ("the Elected Commencement Date") shall be not later than the Mandatory Commencement Date, which is the later of:

- (a) April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2; or
- (b) April 1 of the calendar year following the calendar year in which the Participant separates from service with the Employer.

Such election shall not be changed once the election is made. Failure to file an election with the Administrator within the appropriate time period will result in the Administrator beginning distributions on the Mandatory Commencement Date.

7.02 Mode of Payment. Benefits shall be paid in accordance with the payment options elected by the Participant. Payment, method of payment, and settlement options are available as provided by each of the available investment specifications. Such election shall be irrevocable after the sixty-fifth (65th) day preceding the date on which benefits will commence. Failure to file an election with the Administrator will result in the Administrator making a lump sum cash distribution to the Participant.

7.03 Payments to Beneficiary. If the Participant dies while employed with the Employer, or the Participant dies before the benefits to which he is entitled under this Plan have been exhausted, the benefit payable under this Plan shall be paid to his designated Beneficiary.

The Beneficiary shall have the right to elect the time and mode of payment of such benefits, subject to the limitation set forth in this Plan. Such election as to the time of payment ("the Distribution Commencement Date") shall be filed by the Beneficiary not later than thirty (30) days following the Participant's death and shall not be changed once the election is made. An election concerning the mode of payment shall be filed by the Beneficiary either (i) at least sixty-five (65) days prior to the date elected for the commencement of benefits, or (ii) not later than thirty (30) days following the Participant's death, whichever is later. Failure to file an election as to the time of payment will result in the Administrator beginning distribution to the Beneficiary within sixty (60) days following the close of the Plan Year in which the Participant died. Failure to file an election as to the manner of payment will result in the Administrator making a lump sum cash distribution.

If the Participant dies prior to January 1, 1989, benefits payable to a Beneficiary shall, in all events, be completed during a period not to exceed (i) the life of the Beneficiary, if such Beneficiary is the surviving spouse of the Participant, or (ii) 15 years, in all other circumstances.

If the Participant dies on or after January 1, 1989, and after the commencement of distributions, then any amount not distributed to the Participant during the Participant's life shall be distributed to the Beneficiary at least as rapidly as under the method of distribution used by the Participant at the time of the Participant's death. In addition, if the Participant dies prior to the commencement of distributions, but on or after January 1, 1989, then the Participant's account shall be distributed to the Beneficiary within 5 years (or over the life or life expectancy of the Beneficiary, not to exceed 15 years, if distributions commence within 1 year); provided, however, if such Beneficiary is the surviving spouse of the Participant, then (i) such distributions shall, in all events, commence no later than December 31 of the calendar year in which the Participant would have attained age 70-1/2 (or such other date as may be permitted under applicable United States Treasury Regulations), and (ii) benefits payable to such spouse shall be completed during a period not in excess of such spouse's life expectancy.

No settlement option available to the Participant shall provide benefits to Beneficiaries which are equal to or greater than 33-1/3% of the maximum benefit (or such other amount as may be permitted under applicable Treasury Regulations) that would have been payable to the Participant if no provision had been made for payment to a Beneficiary (as determined by the use of the expected return multiplier in Treasury Regulation Section 1.72-9 or, in the case of payment under a contract issued by an insurance company, by the use of the mortality tables of such company).

7.04 Unforeseeable Emergency. Notwithstanding any other provisions herein, in the event of an Unforeseeable Emergency, a Participant may request that benefits be paid to him immediately; provided, however, that payment of any such benefits after the Elected Commencement Date or the Mandatory Commencement Date shall be subject to any limitations specified by an investment carrier. Such request shall be filed in accordance with procedures established pursuant to this Plan. If the application for payment is approved by the Employer or its designee, payments shall be effected within forty-five (45) days of such approval. The circumstances that will constitute an Unforeseeable Emergency will depend on the facts of each case, but, in any event, benefits to be paid shall be limited strictly to the amount necessary to meet the Unforeseeable Emergency constituting financial hardship to the extent such Unforeseeable Emergency is not relieved:

- (a) through reimbursement or compensation by insurance or otherwise;
- (b) by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause financial hardship; or
- (c) by cessation of deferrals under the Plan.

Foreseeable personal expenditures normally budgetable, such as a down payment on a home, the purchase of an automobile, college or other educational expenses, etc., will not constitute an Unforeseeable Emergency. The decision of the Employer or its designee concerning the payment of benefits under this section shall be final. Any remaining benefits shall be paid in accordance with Section 7.01 of this Plan.

7.05 De Minimus Distribution. Notwithstanding any other provision herein, any Participant may elect to receive the entire value of his account in a lump sum distribution after Separation from Service, if the value of such account does not exceed \$3,500.00. Such distribution shall be made after Separation from Service and within sixty (60) days of the receipt of such election by the Administrator. Further participation in the Plan by such Participant is prohibited.

Article VIII.

Administration Of Plan.

8.01 The Employer may at any time amend, modify or terminate this Plan without the consent of the Participant (or any Beneficiary thereof). All amendments shall become effective on the first day of the month following the giving of not less than forty-five (45) days prior notice of the amendment. Notice shall be deemed given when the amendment is posted in the office of the Employer. To the extent it is possible to do so, the Administrator shall mail an explanation of all amendments that become effective during the Plan Year to the Participant with his last semi-annual report for that Plan Year. No amendments shall deprive the Participant of any of the benefits to which he is entitled under this Plan with respect to deferred amounts credited to this account prior to the effective date of the amendment.

If the Plan is curtailed, terminated, or the acceptance of additional deferred amounts suspended permanently, the Administrator shall nonetheless be responsible for the supervision of the payment of benefits resulting from amounts deferred prior to the amendment, modification, or termination in accordance with Article VII hereof.

8.02 Any companies that may issue any policies, contracts, or other forms of investment media used by the Employer or specified by the Participant, are not parties to this Plan and such companies shall have no responsibility or accountability to the Participant or his Beneficiary with regard to the operation of this Plan.

8.03 Participation in this Plan by a Public Employee shall not be construed to give a contract of employment to the Participant or to alter or amend an existing employment contract of the Participant, nor shall participation in this Plan be construed as affording to the Participant any representation or guarantee regarding his continued employment.

8.04 The Employer and the Administrator do not represent or guarantee that any particular federal or state income, payroll, personal property, or other tax consequences will occur because of the Participant's participation in this Plan. The Participant should consult with his own representative regarding all questions of federal or state income, payroll, personal property, or other tax consequences arising from participation in this Plan.

8.05 The Administrator shall have the power to appoint agents to act for and in the administration of this Plan, and the Employer shall select depositories for the assets of the Plan.

8.06 Whenever used herein, the masculine gender shall include the feminine and the singular shall include the plural unless the provisions of the Plan specifically require a different construction.

8.07 The laws of the State of Illinois shall apply in determining the construction and validity of this Plan.

8.08 The rights of the Participant under this Plan shall not be subject to the rights of creditors of the Participant or any Beneficiary, and shall be exempt from execution, attachment, prior assignment, or any other judicial relief or order for the benefit of creditors or other third persons.

8.09 It is agreed that neither the Participant nor his Beneficiary nor any other designee shall have any right to commute, sell, assign, transfer, or otherwise convey the right to receive any payments hereunder which payments and right thereto are expressly declared to be nonassignable and nontransferable.

8.10 This Plan, and any properly adopted amendments, shall constitute the total agreement or contract between the Employer and the Participant regarding the Plan. No oral statement regarding the Plan may be relied upon by the Participant.

8.11 This Plan and any properly adopted amendments, shall be binding on the parties hereto and their respective heirs, administrators, trustees, successors, and assignees and on all Beneficiaries of the Participant.

Article IX.

9.01 The Employer, or its authorized agent, the Administrator, shall be authorized to resolve any questions of fact necessary to decide the Participant's right under this Plan and such decision shall be binding on the Participant and any Beneficiary thereof.

9.02 The Employer, or its authorized agent, the Administrator, shall be authorized to construe the Plan and to resolve any ambiguity in the Plan, and to issue appropriate rules and regulations for the administration of the Plan.

9.03 The Participant specifically agrees not to seek recovery against the Employer, the Administrator or any other employee, contractee, or agent of the Employer or Administrator for any loss sustained by the Participant or his Beneficiary for the nonperformance of their duties, negligence, or any other misconduct of the above named persons except that this paragraph shall not excuse fraud or wrongful taking by any person.

9.04 The Employer, or its agents including the Administrator, if in doubt concerning the correctness of their action in making a payment of a benefit, may suspend the payment until satisfied as to the correctness of the payment or the person to receive the payment or allow the filing in any State court of competent jurisdiction, a suit in such form as they consider appropriate for a legal determination of the benefits to be paid and the persons to receive them. The Employer shall comply with the final orders of the court in any such suit and the Participant, for himself and his Beneficiary, consents to be bound thereby insofar as it affects the benefits payable under this Plan or the method or manner of payment.

9.05 The Employer and its agent's, including the Administrator, are hereby held harmless from all court costs and all claims for the attorney's fees arising from any action

brought by the Participant or any Beneficiary thereof under this Plan or to enforce his rights under this Plan, including any amendments hereof.

9.06 The Administrator shall not be required to participate in any litigation concerning the Plan except upon written demand from the Employer. The Administrator may compromise, adjust or effect settlement of litigation when specifically instructed to do so by the Employer.

In Witness Whereof, The undersigned has executed this amended and restated Plan this _____ day of _____, 19 ____.

[Signature forms omitted for printing purposes.]

EXECUTION OF PARTICIPATION AGREEMENT WITH UNITED STATES
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
ALLOWING CITY TO PROCESS AND APPROVE
SECTION 312 REHABILITATION LOANS.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a Participation Agreement between the City of Chicago and the United States Department of Housing and Urban Development allowing the City to process and approve Section 312 Rehabilitation Loans, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr -- 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 heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The Government of the United States, pursuant to authority granted it in Section 312 of the Housing Act of 1964, as amended, has created the Section 312 Loan Program, which program, among other things, provides for federal loans to private property owners to help finance rehabilitation of privately owned owner-occupied residential structures; and

WHEREAS, The United States Department of Housing and Urban Development requires public bodies participating in the Section 312 Loan Program to execute agreements delineating the public body's duties and obligation; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the Agreement for Public Bodies Participating in the Section 312 Rehabilitation Loan Program, Part I -- Loan Processing and Part II -- Local Loan Approval (collectively, the "Agreement") which is attached hereto as Exhibit "A" and made a part hereof; now, therefore,

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

SECTION 1. The Mayor is hereby authorized to execute the Agreement as shown in Exhibit A.

SECTION 2. The Commissioner of the Department of Housing is hereby authorized to enter into, negotiate and execute such agreements or documents as are required or necessary to implement the terms and program objectives of the Section 312 Loan Program.

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".

*Agreement For Public Bodies Participating In The
Section 312 Rehabilitation Loan Program.*

Part I -- Loan Processing.

This Agreement has been executed and entered into by and between the City of Chicago (hereinafter referred to as the "Public Body"), and the United States of America, acting by and through the Secretary of Housing and Urban Development (hereinafter referred to as the "Secretary") for effect on the date specified in Section 7 below.

In Consideration Of Their Mutual Covenants, Promises, And Representations Contained Herein, The Parties Do Agree As Follows:

Section 1. Purpose Of Agreement.

The Public Body has responsibility and jurisdiction to carry out one or more local Community Development Block Grant (C.D.B.G.), Urban Development Action Grant (U.D.A.G.), or Urban Homesteading Programs with resources provided in part by the Secretary pursuant to applicable regulations, policies and requirements. In connection with such Program(s), this Agreement authorizes the Public Body to process, and to submit to the Secretary with the Public Body's recommendation to approve, applications by private property owners for rehabilitation loans under Section 312 of the Housing Act of 1964, as amended (42 U.S.C. 1452b, hereinafter referred to as "Section 312 loans"). This Agreement delineates the legal relationship between the Secretary and the Public Body with respect to the making of such loans. All Public Bodies authorized to process Section 312 loans for the Secretary's approval shall execute this Part I; Public Bodies which are also authorized to approve certain Section 312 loans on behalf of the Secretary shall in addition separately execute Part II--Local Loan Approval, which shall be deemed incorporated by reference in this Agreement after its execution by the parties thereto.

Section 2. Compliance With Program Requirements.

In carrying out loan processing or approval activities under this Agreement, the Public Body shall comply with all applicable laws (including Section 312), the Secretary's Section 312 regulations at 24 C.F.R. Part 510, all other applicable federal regulations, this Agreement, and the Secretary's additional requirements, policies, and procedures in the Section 312 Rehabilitation Loan Program Handbook (H.U.D.-7375.01 REV-2), the Cash Management System Notice (C.P.D. 86-13), and any applicable successor or additional issuances (hereinafter collectively referred to as "Program Requirements").

Under this Agreement, and in accordance with such Program Requirements, the Public Body's loan processing duties generally include, but are not limited to the following:

- a. Accepting Section 312 inquiries and initially screening prospective borrowers to check whether they may qualify for a Section 312 loan;
- b. Assisting prospective borrowers in completing the H.U.D. application forms;
- c. Obtaining and verifying information on the prospective borrower's credit, finances and property;
- d. Inspecting the property that is the subject of a Section 312 application and assuring that work write-ups and cost estimates are prepared in accordance with Program Requirements;
- e. Assisting the prospective borrower to obtain a contractor;
- f. Determining whether the prospective borrower, his or her property, and the proposed work meet the eligibility requirements of the Section 312 Rehabilitation Loan Program;
- g. Determining whether the borrower is an acceptable credit risk, and certifying the loan to H.U.D. as approvable under all Program Requirements, which includes certifying that the rehabilitation is a part of, or is necessary or appropriate to the execution of, a C.D.B.G., U.D.A.G., or Urban Homesteading Program;
- h. Arranging for loan settlement, including assuring that the loan is made using the appropriate H.U.D. loan documents, correctly completed;
- i. Conducting construction inspections, requesting loan disbursements from H.U.D. on behalf of the borrower, using such disbursements to make progress and final construction payments to the borrower (or to the contractor on behalf of the borrower), and assisting in resolving disputes concerning construction, in accordance with the Program Requirements; and
- j. Implementing the other requirements of the Cash Management System Notice (C.P.D. 86-13 or successor issuance).

The foregoing brief enumeration of the Public Body's duties shall not be construed to expand, define or limit the duties of the Public Body described in the Program Requirements. In the event of any conflict between the foregoing description and the Program Requirements, the Program Requirements shall be controlling.

Section 3. Effect Of Public Body's Failure To Comply.

a. **Government Actions Against Public Bodies.** The Secretary reserves the right to take administrative, corrective or remedial action, in accordance with Section 9 of this Agreement, against a Public Body which fails to comply with the Program Requirements. This Agreement sets forth only the Secretary's administrative remedies under the Section 312 program, and nothing in this Agreement shall be construed as either expanding or limiting any otherwise available civil or criminal actions by the United States or the Secretary against the Public Body, or any employee or contractor of the Public Body, whether or not acting within the scope of their authority.

b. **Actions by Government Against Borrower or Third Parties.** The legal rights of the Government and a borrower with respect to any Section 312 loan are controlled by the loan documents executed with respect to that loan. Nothing in this Agreement shall be construed to impair the rights of the United States or the Secretary to collect a Section 312 loan in accordance with the loan documents, or to take any otherwise available civil or criminal action against a borrower or any third party in connection with a Section 312 loan.

c. **Actions by Borrower or Third Parties Against Government.** The Public Body acts as an independent contractor and not as the Secretary's agent in performing its functions under this Agreement. As stated in the Rehabilitation Loan Agreement between the Secretary and each borrower, the Secretary accepts no legal responsibility to the borrower to supervise the Public Body in performing any function under the Section 312 program. Although the Secretary mandates under the Program Requirements that the Public Body undertake certain functions in processing, approval, settlement and disbursement of Section 312 loans, the Secretary does so for the financial benefit of the United States and in furtherance of national program objectives, not for the direct benefit of the individual borrower. The failure of the Public Body properly to perform any of the Program Requirements shall not create or justify any claim against the Secretary on the part of a Section 312 borrower, or any other person (including any rehabilitation contractor or supplier or a tenant in an assisted property), and it shall not constitute grounds for the borrower or any third party to contest the validity of any Section 312 processed or approved by the Public Body under this Agreement.

d. **Action by Borrower or Third Parties Against Public Body.** The extent of liability, if any, of the Public Body to the borrower or any third party with respect to any function performed by the Public Body under this Agreement or the Program Requirements shall be determined in accordance with applicable state and local law. Nothing in this Agreement shall be construed to mandate liability, or create a cause of action of any kind, by the borrower or any third party against the Public Body or by the Public Body against the borrower.

e. Defend and Hold Harmless. Notwithstanding any other provision of this Agreement, including Section 3c above, the Public Body will warrant, defend and hold harmless the government with respect to any and all claims and losses caused by its failure to comply with the Program Requirements or the requirements of applicable state and local law in its processing or approval of Section 312 loans under this Agreement, or in the subsequent settlement and administration of loans.

Section 4. Program Administration And Record-Keeping.

a. The Public Body agrees that it will, at all proper times, provide or cause to be provided competent and adequate architectural, engineering, financial, legal and other technical skills needed in administering the Section 312 program, complying with the Program Requirements, and supervising and inspecting rehabilitation work financed by Section 312 loans processed or approved under this Agreement. The Public Body may retain employees to carry out its duties under this Agreement, or (as permitted by state and local law) it may enter into one or more services contracts with individuals or private nonprofit or for-profit organizations, including financial institutions, to perform all or any of its functions in connection with the Section 312 loan program, except for loan approval. If any such contract for services is funded in whole or in part by C.D.B.G. funds pursuant to 24 C.F.R. 570.202(b)(9) or 570.206, all applicable requirements of 24 C.F.R. Part 570 apply to the selection of the contractor (if selected by the Public Body, rather than a borrower) and the performance of the services rendered under the contract, as further explained in the Program Requirements. If any such contract for services will be funded with Section 312 funds by inclusion of an amount in an approved loan to compensate the contractor for the contractor's services, the contractor (if selected by the Public Body, rather than a borrower) shall be selected in accordance with Section 6-5b of the current Section 312 Rehabilitation Loan Program Handbook, or comparable provisions of any successor issuance, in addition to all other requirements flowing from the use of Section 312 funds, such as equal opportunity and minority and women's business enterprise requirements. Notwithstanding the existence of any such contract for services, H.U.D. will hold the Public Body responsible for compliance with the Program Requirements, as fully as if the Public Body itself had performed the contracted services. Wherever the term "Public Body" is used in this Agreement, it includes any of the Public Body's employees or contractors who perform services related to the Section 312 program.

b. The Public Body shall keep and maintain full and accurate books and records with respect to its administration of the Section 312 loan program. At a minimum, "full and accurate books and records" shall include the specific items, which shall be retained for the specific periods, set forth in Section 13-2b of the current Section 312 Rehabilitation Loan Program Handbook, or comparable provisions of any successor issuance. The Public Body shall, at any time during normal business hours, and as often as the Secretary or the Comptroller General of the United States may deem necessary, permit the Secretary or Comptroller General or their representatives to inspect, make excerpts or transcripts of, copy, and audit, any and all of its books and records related to the Section 312 program.

Section 5. Making And Terminating Loan Obligations:

a. Upon receipt of the documentation required by the Program Requirements to be submitted to the Secretary for loan approval, the Secretary will review the loan for compliance with all such Requirements and will advise the Public Body whether or not the loan is approved by sending the Public Body written notification of loan approval followed by one or more validated copies of the approved application. Until both the written notification and validated application(s) are received, the Public Body is not authorized to advise any potential borrower that his or her loan application has been approved by the Secretary. The Secretary is not legally committed to make a Section 312 loan to any borrower until the written notification of approval is sent to the Public Body after recordation of the loan obligation by the applicable H.U.D. Regional Accounting Division.

b. After notification of loan approval as described in Section 4a above and before loan settlement (closing), the Secretary and/or the Public Body may cancel an approved Section 312 loan only for the following reasons:

(i) Failure of the borrower and the Public Body to pay the required application fee and any escrow amounts, provide any necessary Supplemental Financing, and close the loan in accordance with the Program Requirements and within the time period specified (see paragraphs 2-3.b and 9-1 to 9-5 of current Handbook, H.U.D.-7375.01 REV-2, or comparable provisions of any successor issuance);

(ii) The loan is cancelled with the consent of the borrower pursuant to procedures in the above-cited Handbook or any successor issuance (see paragraph 9-7 of current Handbook);

(iii) The loan is rescinded by a borrower in accordance with Truth-in-Lending procedures (see paragraph 9-2.d. of current Handbook, or comparable provisions of any successor issuance);

(iv) Any reason stated in paragraphs 6a (5) through (8) of the Rehabilitation Loan Agreement required to be executed between the borrower and the Secretary at loan closing (see Exhibit 9-11 to the above-cited Handbook), or comparable provisions in any successor form of Agreement.

c. After loan settlement, the Secretary and/or the Public Body may cancel or terminate the loan only for the reasons set forth in paragraph 6 of the Rehabilitation Loan Agreement between the Secretary and the borrower with respect to the approved loan.

Section 6. Rights Under Other Contracts.

The rights of the parties under this Agreement shall be in addition to, and not in

derogation of, the rights of the same parties under the separate contract for federal assistance for any of the Public Body's Programs described in Section 1 hereof.

Section 7. Effective Date And Term Of Agreement.

a. This Agreement shall take effect on _____ or on the date of its execution by the last of the parties hereto to execute this Agreement, whichever date is later.

b. This Agreement shall remain in effect until suspended or terminated in accordance with Section 8 or 9 of this Agreement. As long as this Agreement is in effect, the Public Body may process and submit Section 312 loans to the Secretary for approval, subject to the availability of Section 312 funds for obligation.

Section 8. Voluntary Suspension Or Termination.

a. Suspension at Public Body Request. Whenever the Public Body believes that it lacks the capacity to process or approve loans in accordance with the Program Requirements, as applicable, it shall give the Secretary notice that it is temporarily suspending both Parts I and II of this Agreement, or only Part II of this Agreement, as applicable. In addition, the Public Body may, in its discretion, give the Secretary notice for any other reason that it is temporarily suspending Parts I and II, or Part II only, at any other time. Any such suspension shall be effective immediately when sent or at any later time specified by the Public Body, up to thirty (30) calendar days after the notice is sent, provided that the Secretary may require the Public Body to continue under Part II for a specified period, not to exceed sixty (60) days, in order to accommodate the additional loan approval workload if the Public Body has elected to suspend its functions only under Part II of this Agreement. After a suspension at the Public Body's request under this Section 8a, the suspended functions under this Agreement may not be reinstated except with the written consent of both parties.

b. Termination. Parts I and II of this Agreement, or Part II only, shall terminate without any further action by either party hereto after 12 consecutive calendar months of suspension, unless earlier terminated for cause or convenience by the Secretary. In addition, the Public Body may give the Secretary notice that it is terminating this Agreement at any time for any reason. Any such termination shall be effective immediately when sent, provided that the Secretary may require the Public Body to continue under Part II for a specified period, not to exceed sixty (60) days, in order to accommodate the additional loan approval workload if the Public Body has elected to terminate its functions only under Part II of this Agreement. In addition, if the Secretary should decide for the convenience of the Government to discontinue permitting Public Bodies to process and approve, or only to approve, Section 312 loans, the Secretary may give the Public Body (together with other Public Bodies participating in the Section 312

program) notice of termination of Part I and Part II, or only Part II, of this Agreement, as of the date specified by the Secretary.

c. **Effect of Suspension or Termination.** While Parts I and II of this Agreement are suspended or terminated under Section 8 or 9 hereof, the Public Body is not authorized to submit additional loans to the Secretary for approval, or to approve additional loans, and it shall incur no additional costs under the C.D.B.G. program for processing or approving Section 312 loans, unless otherwise specifically authorized in writing by the Secretary. However, unless otherwise specifically directed by the Secretary in writing, the Public Body shall continue to take all actions necessary to comply with the Program Requirements with respect to all loans approved by the Secretary or the Public Body, as applicable, prior to the notice of suspension or termination, including the performance of affirmative activities such as closing approved loans, inspecting properties being rehabilitated, and requesting disbursement of loan funds on behalf of the borrower; and it may continue to incur costs under the C.D.B.G. program (in accordance with all C.D.B.G. requirements) for those continuing loan administration activities. If only Part II of this Agreement is suspended or terminated under Section 8 or 9 hereof, the Public Body may continue to process and submit loans to the Secretary for approval, and it may incur costs under the C.D.B.G. program for that activity (in accordance with all C.D.B.G. requirements), but it may not approve the Section 312 loans under Part II, nor may it incur C.D.B.G. program costs for that function.

Section 9. Corrective Or Remedial Actions.

The Secretary may take corrective or remedial actions against the Public Body if the Secretary determines, in his or her sole judgment, that the Public Body has failed to comply with one or more of the Program Requirements. Prior to initiating any corrective or remedial actions under paragraphs c. through j. of this section, the Secretary shall give the Public Body thirty (30) days advance notice in writing of the Secretary's specific findings of noncompliance with Program Requirements and of the proposed corrective or remedial action(s). The Public Body may submit information to mitigate or rebut the Secretary's findings during such thirty day period and the Secretary will consider such information, but the corrective or remedial action(s) will remain in effect unless modified or withdrawn by the Secretary. Corrective or remedial actions may include one or more of the following:

- a. Directing the Public Body to submit additional information on their Section 312 Loan Program activities and/or progress schedules or other types of reports;
- b. Issuing a letter of warning advising the Public Body of the specific program deficiency(ies) and of further actions which will be taken if the appropriate corrective action(s) are not taken;
- c. Reducing the internal H.U.D. Section 312 loan fund assignment (if any) for the Public Body for the current fiscal year or reducing any such assignment for the next fiscal year;

- d. Suspending Parts I and II, or only Part II, of this Agreement, for a succeeding fiscal year subject to correction of specific deficiencies noted by the Secretary (conditional suspension);
- e. Requesting the Public Body to voluntarily make local public funds available to a borrower to complete the rehabilitation of his or her property where H.U.D. determines that the Public Body's deficient administration resulted in rehabilitation that did not meet both the requirements of the rehabilitation contract and reasonable standards of quality for the work involved;
- f. Advising the Public Body that it may no longer process certain classes of Section 312 loan applications until specific deficiencies in the processing of such applications are corrected by the Public Body; provided that the Public Body shall continue to administer already approved loans of the affected classes unless otherwise specified in writing by the Secretary;
- g. Advising the Public Body that it may no longer approve certain classes of Section 312 loan applications until specific deficiencies in the approval of such applications are corrected by the Public Body; provided that the Public Body shall continue to administer already approved loans of the affected classes unless otherwise specified in writing by the Secretary;
- h. Giving the Public Body written notice of suspension of Part I and Part II, or only Part II, of this Agreement for specified cause for a specified period; provided that such suspension shall have the effect set forth in Section 8c of this Agreement unless otherwise specified in writing by the Secretary;
- i. Giving the Public Body written notice of termination of Part I and Part II, or only Part II, of this Agreement for specified cause; provided that such termination shall have the effect set forth in Section 8c of this Agreement unless otherwise specified in writing by the Secretary;
- j. Declaring an area or a locality ineligible for further Section 312 lending; provided that the Public Body shall continue to administer Section 312 loans already approved in the area or locality unless otherwise specified in writing by the Secretary.

Section 10. Acknowledgement Of Receipt.

By causing this Agreement to be duly executed and its seal to be hereunto affixed and attested, the Public Body acknowledges that it has received a copy of the current Section 312 Rehabilitation Loan Program Handbook (H.U.D.- 7375.01 REV-2) and the Cash Management System Notice (C.P.D. Notice 86-13). The Public Body further acknowledges that it will inform the applicable H.U.D. Field Office, in writing, if there is any change in the Public Body contact person, listed in Section 11 of this Agreement, so that the Secretary may notify the Public Body of any revisions to the Program Requirements.

Section 11. Public Body Contact.

The following is the name, title, address and telephone number of the primary Public Body contact person. This is the person to whom the Secretary will direct all notices under this Agreement and all issuances or other information or requirements from the Secretary concerning the Section 312 Loan Program. The Public Body agrees that it will immediately inform the Secretary if the name, title, address or telephone number of the Public Body contact changes.

[Signature form omitted for printing purposes.]

In Witness Whereof, the Public Body has caused this Agreement to be duly executed in its behalf and its seal to be hereunto affixed and attested; and, thereafter, the Secretary has caused the same to be duly executed in its behalf on the dates respectively specified below.

[Signature forms omitted for printing purposes.]

*Agreement For Public Bodies Participating In
Section 312 Rehabilitation Loan Program.*

Part II -- Local Loan Approval.

Section 1. Purpose.

Upon execution, this Part II is hereby incorporated by reference within the Agreement For Public Bodies Participating In The Section 312 Rehabilitation Loan Program, Part I -- Loan Processing, also executed by the parties hereto. The purpose of this Part II is to extend to the Public Body authority to approve certain applications for Section 312 loans processed by the Public Body under Part I, subject to verification by the Secretary of fund availability for an approved loan.

Section 2. Applicability Of Local Approval Authority.

During the term of this Agreement, the Public Body shall have final authority to approve or disapprove, in accordance with this Agreement and the Program Requirements (including the loan underwriting criteria in Chapter 7 of the Section 312 Rehabilitation Loan Program Handbook), applications for Section 312 loans which have been processed by the Public Body under Part I, which will contain one to four residential dwelling units after rehabilitation and no nonresidential leasable space and which do not involve refinancing of existing debt (as described in Section 3-3 of the H.U.D. Section 312 Rehabilitation Loan

Program Handbook). Loans involving refinancing shall be processed by the Public Body but must be submitted to H.U.D. for final approval. While this Part II is in effect, the Public Body shall not submit to H.U.D. for approval Section 312 loans that the Public Body is authorized to approve under this Agreement.

Section 3. H.U.D. Notification Of Fund Availability.

Upon receipt of the documentation required by the Program Requirements (see Section 8-3 of the H.U.D. Section 312 Rehabilitation Loan Program Handbook and Section C-1 of the Section 312 Cash Management System Notice) to be submitted with respect to Section 312 loans approved by a Public Body, the Secretary shall promptly notify the Public Body in writing whether sufficient funds are available for the approved loan. No loan approval under this Agreement shall be valid until the Secretary (through the applicable Regional Accounting Division) has determined that funds are available therefor and has notified the Public Body thereof, in accordance with Section 8-3 of the H.U.D. Section 312 Rehabilitation Loan Program Handbook and Section C-1 of the Section 312 Cash Management System Notice. The Public Body shall not notify any prospective borrower of loan approval until receipt of such notice of availability of funds for the loan from the Secretary. Once a Section 312 loan has been approved and the Public Body has been notified of fund availability as set forth in this section, it may not be disapproved, cancelled, or modified by the Public Body or the Secretary except for the reasons stated in Sections 5b and c of Part I of this Agreement.

Section 4. Officials Authorized To Approve Loans.

a. **Criteria.** Persons selected as Approving Officers for the Section 312 loans approved under this Agreement shall have supervisory or executive level responsibilities within the Public Body and must have total familiarity with Section 312 requirements and policies, as well as rehabilitation standards and financing and underwriting principles common in the industry. However, the Public Body shall not initially, or at any time during the term of this Agreement, confer its authority to approve Section 312 loans under this Agreement upon any officer or employee who personally and regularly exercises any direct responsibilities in the administration of individual Section 312 loans handled under the Public Body's Section 312 Loan Program, including, without limitation:

1. Preparing rehabilitation work write-ups or cost estimates, or construction contract documents;
2. Completing with the borrower, verifying information with respect to, or processing a Section 312 loan application or any of the related documents constituting the loan application file, up to the point of approval;
3. Assisting the borrower to select or negotiate with contractors to perform the rehabilitation;

4. Inspecting the rehabilitation work to ascertain whether the work is completed or for the purpose of authorizing any partial payment requested by a contractor; or

5. Authorizing signing or signing Certificates of Final Inspection.

b. Designation. _____, (Name)

_____, an employee of the (Title)

Public Body, is hereby designated as the Approving Officer authorized to approve Section 312 loans for the Public Body pursuant to this Agreement.

_____, (Name)

_____, an employee of the (Title)

Public Body is hereby designated as Alternate Approving Officer authorized to approve Section 312 loans for the Public Body pursuant to this Agreement in the absence of the Approving Officer.

c. Changing Approving Officers. The Public Body shall promptly transmit to the Secretary a proposed amendment to this Agreement executed by the Chief Executive Officer of the Public Body whenever it wishes to change the identity of Public Body Officials authorized to approve Section 312 loans under this Agreement. The amendment must be agreed to by the Secretary before the new officials are authorized to approve Section 312 loans. A loan submitted to H.U.D. for funding and purporting to be approved by an Approving Official who is not authorized to approve Section 312 loans will be summarily returned to the Public Body without action.

Section 5. Term And Effective Date.

a. This Part II shall take effect on _____ or on the date of its execution by the last of the parties to execute this Agreement, whichever date is later.

b. This Part II shall remain in effect until suspended or terminated in accordance with Section 8 or 9 of Part II of this Agreement. Any corrective and remedial actions affecting this Part II, including suspension or termination for cause, shall be taken in accordance with Section 9 of Part I and shall have the effect stated therein.

In Witness Whereof, The Public Body has caused this attachment to be duly executed in its behalf and its seal to be hereunto affixed and attested; and, thereafter, the Secretary has caused the same to be duly executed in its behalf this _____ day of _____, 19 _____.

[Signature forms omitted for printing purposes.]

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER
INTO SETTLEMENT AGREEMENT REGARDING
*STEVEN PITTMAN V. CITY OF
CHICAGO, ET AL.*

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order or consent agreement in the case of *Steven Pittman v. City of Chicago, et al.*, 89L 007714, in the amount of \$147,704, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Steven Pittman v. City of Chicago, et al.*, 89 L 007714, in the amount of \$147,704.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER
INTO SETTLEMENT AGREEMENT REGARDING
MARC MC GINTY V. CITY OF CHICAGO
AND BLAIN YOUNG.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order or consent agreement in the case of *Marc McGinty v. City of Chicago and Blain Young*, 84 L 1429, in the amount of \$171,598, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Marc McGinty v. City of Chicago and Blain Young*, 84 L 1429, in the amount of \$171,598.

EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR
IMPROVEMENT OF WEST CONGRESS PARKWAY
BETWEEN SOUTH KOSTNER AVENUE AND
SOUTH KEDZIE AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a City/State Project Agreement with the State of Illinois for the improvement of Congress Parkway between Kostner Avenue and Kedzie Avenue, in the amount of \$3,395,000, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 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 improvement of Congress Parkway between Kostner Avenue and Kedzie Avenue 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.

Improvement Of Congress Parkway (F.A.U. 1425)

Between Kostner Avenue And Kedzie Avenue.

Federal Project No.: _____

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

This Agreement, entered into this ____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter

called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve Congress Parkway between Kostner Avenue and Kedzie Avenue, hereinafter referred to as the "Project" and identified in paragraph 11 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, as currently in effect, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, The State and the City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation and Urban Relocation Assistance Act of 1987 or subsequent federal legislation for the contract construction, force account construction and the construction engineering/supervision of said Project; and

Whereas, On June 30, 1989, the State and the City executed a Memorandum of Understanding regarding the funding of a five-year road program in Chicago, concluding with the end of State Fiscal Year 1994, and that Memorandum provides the basis for the State funds provided under this Agreement; and

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

Whereas, Under the federal regulations, certain written agreements for the Project may be required; and

The State Hereby Agrees:

1. To reimburse the City 100% for the non-federal (State) and federal shares of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided in numbered paragraph 12, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

The City Hereby Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and the Federal Highway Administration, to let and award the contract for the Project, and/or to provide or cause to be provided, all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the federal and non-federal (State) shares of costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.
6. To comply with all applicable Executive Orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State and under federal law.
7. That failure on the part of the City to fulfill the responsibilities assigned in paragraphs 6 and 10 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project.

The Parties Hereto Mutually Agree:

9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
10. That upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
11. That said Project generally consists of the improvement of Congress Parkway between Kostner Avenue and Kedzie Avenue.

The existing driving surface will be removed. Sewer structures will be cleaned and upgraded, and a section of deteriorated sewer will be replaced. The pavement base will be repaired and reconstructed as necessary and a

new driving surface will be applied. The intersections of Congress Parkway with Keeler Avenue, with Pulaski Road, with Central Park Boulevard and with Homan Avenue will be improved by throat widening. Curbs, gutters and sidewalks will be replaced as necessary and sidewalk ramps for the handicapped and pavement markings will be provided. Street lighting will also be relocated as necessary in order to accommodate the widened intersections. This Project will also include the modernization of traffic signals at the intersections of Pulaski Road with Congress Parkway, with Harrison Street and with Fifth Avenue.

All other appurtenances necessary to complete the Project will also be provided.

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

Contract Construction	\$2,225,000
Force Account Construction	\$ 675,000
Construction Engineering/Supervision	<u>\$ 225,000</u>
Highway Total:	\$3,125,000

and that based upon the current ratio of federal to non-federal (State) funds for Federal-Aid Urban System projects the estimated proportional participation for the highway portion of the Project will be:

Federal-Aid Share (F.A.U.) (75.18% of \$3,125,000)	\$2,349,375
Non-Federal Share (State) (24.82% of \$3,125,000)	<u>\$ 775,625</u>
Highway Total:	\$3,125,000

Sewer

Contract Construction	\$245,000
Construction Engineering/Supervision	<u>\$ 25,000</u>
Sewer Total:	\$270,000

and that based upon the agreed upon ratio for federal to non-federal (State) and (City) funds for this Project, the proportional participation for the Sewer portion of the Project will be:

Federal-Aid Share (F.A.U.) (67.50% of \$270,000)	\$182,250
Non-Federal Share (State) (19.35% of \$270,000)	\$ 52,245
Non-Federal Share (City Sewer Enterprise Fund) (13.15% of \$270,000)	\$ <u>35,505</u>
Sewer Total:	\$270,000
GRAND TOTAL:	\$3,395,000

and that based upon said ratios, State financial participation (referred to herein as the non-federal share (State)) shall be limited to a maximum of \$827,870 with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

13. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.
14. That standard federal-aid procedures and requirements shall apply to all phases of this Project.
15. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$3,395,000) as authorized by the City Council.
16. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1992.
17. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

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

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

[Signature forms omitted for printing purposes.]

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

Minority Business Enterprises Provisions.

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

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

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

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

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED EXECUTION
OF WATER SUPPLY CONTRACT WITH VILLAGES OF
WESTCHESTER AND BROADVIEW, JOINTLY.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending an ordinance authorizing the execution of a Water Supply Contract between the City of Chicago and the Villages of Westchester and Broadview, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 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 a Water Supply Contract with the Villages of Westchester and Broadview, Jointly, by ordinance enacted on May 10, 1989 and published at pages 516-522 of the Journal of Proceedings of the City Council of said date (the "Prior Ordinance"); and

WHEREAS, The contract was authorized pursuant to those basic terms and conditions contained in the Prior Ordinance; and

WHEREAS, The Department of Water has reviewed and approved a modification of the basic terms and conditions of the contract, such that twelve additional residences located

outside the corporate limits of the villages and known as Hickory Lane Subdivision are authorized to be supplied with water by Westchester and Broadview, jointly; now, therefore,

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

SECTION 1. Section A(1) of the Agreement authorized by the Prior Ordinance is hereby amended by the addition of the italicized language:

A. Service To Be Furnished:

(1) The City agrees to furnish to the villages, jointly, and the villages, jointly, agree 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, South Austin Boulevard and just south of West Railroad Avenue. The water is to be used by the villages, jointly, in supplying water to consumers located within the corporate limits of the villages, jointly, and to two (2) accounts (one commercial, Edens Bowling Lanes; one residential, three houses in Cook County Forest Preserve District's La Grange Park Woods) located outside the corporate limits of the villages, jointly. *Also, to include Hickory Lane Subdivision.*

SECTION 2. This ordinance shall be in full force and effect by and from its date of passage.

AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS,
LICENSE FEE EXEMPTIONS AND WAIVERS OF FEES
FOR CERTAIN CHARITABLE, EDUCATIONAL
AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred (November 15, November 29, December 6, December 13, 1989 and January 19, 1990) sundry proposed ordinances and

orders transmitted therewith to authorize the issuance of free permits, license fee exemptions and waivers of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 45.

Nays -- None.

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

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

FREE PERMITS.

House Of The Good Shepherd.

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 House of the Good Shepherd (operated by the Sisters of the Good Shepherd) for construction of a children's building on the premises known as 1114 West Grace Street.

Said building shall be used exclusively for caring of children 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 construction as per plans on the premises known as 3400 North Austin 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.

LICENSE FEE EXEMPTIONS.

Dispensary.

Moody Bible Institute Of Chicago.

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

SECTION 1. Pursuant to Section 130-1.3 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following institution is hereby exempted from the payment of the annual food dispenser license fee for the year 1990:

The Moody Bible Institute of Chicago
820 North LaSalle Street.

SECTION 2. This ordinance shall take effect upon its passage and due publication.

Hospitals.

Bethany Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1990:

Bethany Hospital
3435 West Van Buren Street.

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

Children's Memorial Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1990:

Children's Memorial Hospital
2300 Children's Plaza.

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

LaRabida Children's Hospital And Research Center.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1990:

LaRabida Children's Hospital and Research Center
East 65th Street at Lake Michigan.

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

Roseland Community Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1990:

Roseland Community Hospital
45 West 111th Street.

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

Saint Mary Of Nazareth Hospital Center.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1990:

Saint Mary of Nazareth Hospital Center
2233 West Division Street.

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

Schwab Rehabilitation Center.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1990:

Schwab Rehabilitation Center
1401 South California Avenue.

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

Shriners Hospital For Crippled Children.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that

is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1990:

Shriners Hospital for Crippled Children
2211 North Oak Park Avenue.

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

Medical Centers.

Chicago Osteopathic Medical Center.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1990:

Chicago Osteopathic Medical Center
5200 South Ellis Avenue.

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

Illinois Masonic Medical Center.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1990:

Illinois Masonic Medical Center
836 West Wellington Avenue.

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

Our Lady Of The Resurrection Medical Center.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1990:

Our Lady of the Resurrection Medical Center
5645 West Addison Street.

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

Ravenswood Hospital Medical Center.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1990:

Ravenswood Hospital Medical Center
4550 North Winchester Avenue.

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

Resurrection Medical Center.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1990:

Resurrection Medical Center
7435 West Talcott Avenue.

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

WAIVERS OF FEES.

*Jewish Federation Of Metropolitan Chicago
Facilities Corporation.
(Parking Sign)*

Ordered, That the City Comptroller is hereby authorized and directed to exempt the Jewish Federation of Metropolitan Chicago Facilities Corporation, One South Franklin Street, from the payment of a fee in the amount of \$120.00 for the installation of four "No Parking" signs in front of the Bernard Horwich Building, 3003 West Touhy Avenue, for the handicapped drop-off and nursery school.

*Jewish Federation Of Metropolitan Chicago
Facilities Corporation.
(Fire Alarm System)*

Ordered, That the City Comptroller is hereby authorized and directed to waive the fee estimated at approximately \$3,000.00, for the installation of a fire alarm tie-in with the new Fire Alarm System of the City of Chicago Fire Department, charged to the J.F.M.C. Facilities Corporation, 1 South Franklin Street, for their premises located at 3003 West Touhy Avenue (Bernard Horwich Building).

EXEMPTION OF HYDE PARK COMMUNITY HOSPITAL FROM
PAYMENT OF ALL 1990 CITY LICENSE AND PERMIT
FEES UNDER NOT-FOR-PROFIT STATUS.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred on January 19, 1990 a proposed ordinance transmitted therewith, to authorize the exemption of Hyde Park Community Hospital from payment of all 1990 City license and permit fees under not-for-profit status, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 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 Hyde Park Community Hospital, an Illinois corporation, not for pecuniary profit, located on the south side of Chicago, engaged in medical and related activities, shall be exempt from the payment of all City fees and charges related to the erection and maintenance of hospital buildings and other buildings and fuel storage facilities located in the area bounded by East 58th Street on the north, South Stony Island Avenue on the east, East 59th Street on the south and I.C.G. Railroad embankment on the west, and the Commissioner of Aviation, the Commissioner of Streets and Sanitation, the Commissioner of Public Works, the Commissioner of Inspectional Services, the Commissioner of Water, the Commissioner of Sewers, the Commissioner of Health and the Commissioner of Consumer Services and the Department of Revenue, are hereby directed to issue all necessary permits and licenses and provide other City services as hereinabove described free of charge, notwithstanding other ordinances of the City of Chicago to the contrary to the Hyde Park Community Hospital for the year 1990.

Said buildings and all appurtenances thereto shall be used exclusively for charitable and health purposes and the work thereon shall be done in accordance with all appropriate provisions of the Chicago City Code and the departmental requirements of various departments of the City of Chicago, and said buildings and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Chicago City Code for the issuance of all permits and licenses.

SECTION 2. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 1990.

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, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred on January 19, 1990, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 45.

Nays -- None.

Alderman Beavers 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
Bethany Methodist 2014 West Lawrence Avenue	D1-917896 (Sign)	\$ 78.00
Center for Rehabilitation 2028 North Clybourn Avenue	P1-904381 (Fuel Burn. Equip.)	369.00
Chicago Historical Society 1601 North Clark Street	B3-904532	46.00
	B3-904603	46.00
	B3-904628	46.00
	B3-904705 (Pub. Place of Asseb.)	69.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Grant Hospital 551 West Grant Place	No. 1 Keystone-Water Tube Boiler	\$ 39.00
	No. 2 Keystone-Water Tube Boiler	39.00
	No. 3 Bros.-Water Tube Boiler	39.00
Japanese American Service Committee 4427 North Clark Street	F4-916255 (Mech. Vent.)	42.00
Lutheran School of Theology 1100 East 55th Street	B1-920487 (Bldg.)	47.00
Methodist Baptist Church 4817 West Madison Street	D1-916654	118.00
	D1-916655 (Sign)	52.00
Northwest Home for the Aged 6300 North California Avenue	D7-902134 (Sign)	40.00
Saint Anthony Hospital 2875 West 19th Street	D1-914238	28.00
	D1-914239	28.00
	D1-914240	28.00
	D1-914241	28.00
	D1-914242 (Sign)	41.00

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Name And Address	Warrant No. And Type Of Inspection	Amount
Saint Joseph Home of Chicago, Incorporated 2650 North Ridgeway Avenue	A1-609487	\$180.00
	A1-709380 (Elev.)	180.00
Saint Mary of Nazareth Hospital Center 2233 West Division Street	No. 1 Murray-Water Tube Boiler (NB 3923)	30.00
	No. 2 Murray-Water Tube Boiler (NB 3925)	30.00
	No. 3 Murray-Water Tube Boiler (NB 3924)	30.00
	Nos. 4 and 5 Cleaver-Brooks Boilers	78.00
Scholl College of Podiatric Medicine 1001 -- 1007 North Dearborn Street	D7-902526 (Sign)	155.00
Schwab Rehabilitation Center 1417 South California Avenue	P1-904311 (Fuel Burn. Equip.)	294.00

INSTALLATION OF ALLEY LIGHTS AT
SPECIFIED LOCATIONS.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two (2) orders authorizing the installation of alley lights at the following locations:

Alderman Caldwell	Alley light --	8741 South Luella Avenue;
Alderman Schulter	Alley light --	3320 North Damen Avenue and 3300 North Damen Avenue,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the two (2) 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 45.

Nays -- None.

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

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

8741 South Luella Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light behind the premises located at 8741 South Luella Avenue.

*3300 North Damen Avenue And
3320 North Damen Avenue.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light behind the premises located at 3300 North Damen Avenue and 3320 North Damen Avenue.

REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL
POLICE EMPLOYED BY NOT-FOR-PROFIT
INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration three (3) ordinances authorizing the reduction in license fees for the employment of special policemen by various institutions at the following locations:

Alderman Roti	Mercy Hospital and Medical Center;
Alderman Rush	Illinois Institute of Technology; and
Alderman Streeter	Commonwealth Community Church,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the three (3) 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 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):

Mercy Hospital And Medical Center.

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

SECTION 1. Pursuant to Chapter 173, Section 173-6 of the Municipal Code of Chicago, the following charitable institution employs thirty-five special police officers and shall pay a fee of \$10.00 per license for the year 1990:

Mercy Hospital and Medical Center
Stevenson Expressway and South Dr. Martin Luther King Jr. Drive.

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

Illinois Institute Of Technology.

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

SECTION 1. Pursuant to Chapter 173, Section 173- 6 of the Municipal Code of the City of Chicago, the following charitable institution employs fifty special police officers and shall pay a fee of \$10.00 per license for the year 1990:

Illinois Institute of Technology
Illinois Institute of Technology Center.

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

Commonwealth Community Church.

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

SECTION 1. Pursuant to Chapter 173, Section 173-6 of the Municipal Code of the City of Chicago, the following charitable institution employs two special police officers and shall pay a fee of \$10.00 per license for the year 1990:

Commonwealth Community Church
140 West 81st Street.

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

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, February 7, 1990.

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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said order as passed:

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

[Regular orders printed on pages 11047 through
11067 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,

(Continued on page 11068)

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/90

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ABBATE	CARMEN S	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/18/89 126.50
ACCARDO	ROSEMARY	POLICE OFFICER	SIXTEENTH DISTRICT	10/06/89 298.75
ACCETTURA	ROCCO	POLICE OFFICER	EIGHTH DISTRICT	10/10/89 84.00
ADAMSKI	ALAN	POLICE OFFICER	THIRTEENTH DISTRICT	9/26/89 786.40
ADREANI	ALFRED	POLICE OFFICER	DHARE LAW ENFORCEMENT	10/02/89 70.00
AHERN	JOHN J	POLICE OFFICER	SEVENTEENTH DISTRICT	5/31/89 694.00
ALANIZ	EUGENE	POLICE OFFICER	NINTH DISTRICT	7/27/89 280.00
ALDAY	MARTHA S	POLICE OFFICER	SEVENTEENTH DISTRICT	7/28/89 15.00
ALEXANDER	JOHN A	POLICE OFFICER	NINTH DISTRICT	10/12/89 1330.00
ALLEN	EDWARD	POLICE OFFICER	SIXTH DISTRICT	8/23/89 347.30
ALLEN	EDWARD	POLICE OFFICER	SIXTH DISTRICT	9/02/89 269.00
AMOS	ALVIN	POLICE OFFICER	THIRD DISTRICT	2/16/89 86.00
ANDERSON	EDGAR	POLICE OFFICER	THIRD DISTRICT	10/26/89 721.70
ANDERSON	JERRY J	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/24/89 175.77
ANDERSON	JERRY J	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/24/89 117.15
ANDERSON	RICHARD B	POLICE OFFICER	EIGHTH DISTRICT	5/30/89 2423.25
ANDERSON	STEPHEN	POLICE OFFICER	FOURTH DISTRICT	6/09/89 1119.08
ANDERSON	TAMI L	POLICE OFFICER	ELEVENTH DISTRICT	9/10/89 59.25
ANGELO	DEAN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/02/89 550.50
ANNERINO	AUGUST J	POLICE OFFICER	TWELFTH DISTRICT	10/18/89 175.00
ARCEO	JAMES	POLICE OFFICER	FOURTEENTH DISTRICT	10/16/89 209.00
ARNOLD	LUTHER D	POLICE OFFICER	THIRD DISTRICT	10/31/89 106.79
AYE	ROBERT F	POLICE OFFICER	EIGHTH DISTRICT	8/12/89 1871.05
AYERS	THOMAS F	POLICE OFFICER	THIRD DISTRICT	3/27/87 1126.00
BAEZ	RONALD N	POLICE OFFICER	SECOND DISTRICT	9/04/89 202.00
BANDYK	MARK E	POLICE OFFICER	THIRD DISTRICT	10/16/89 453.00
BARHAM	FRED	POLICE OFFICER	FOURTH DISTRICT	9/10/89 688.00
BARNES	JOE E	POLICE OFFICER	FIFTH DISTRICT	8/09/89 356.60
BARRON	JACK J	POLICE OFFICER	ELEVENTH DISTRICT	8/29/89 42.00
BARTMAN	RONALD F	POLICE OFFICER	THIRD DISTRICT	5/31/89 99.75
BARTOSIK	ALOYSIUS	POLICE OFFICER	EIGHTH DISTRICT	12/29/88 45.00
BASS	MICHAEL B	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/24/89 145.85
BATTIATO	RAYMOND	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/20/89 45.00
BAY	ROGER	POLICE OFFICER	FOURTEENTH DISTRICT	8/09/89 327.00
BEDIA	ALFRED G	POLICE OFFICER	ELEVENTH DISTRICT	9/12/89 345.00
BELCZAK	ROBERT J	POLICE OFFICER	SEVENTH DISTRICT	5/15/89 16.00
BERGLIND	DAVID J	POLICE OFFICER	FOURTH DISTRICT	7/29/89 565.00
BIALEK	FRANK	POLICE OFFICER	EIGHTEENTH DISTRICT	8/05/89 634.25
BIALEK	TIMOTHY J	POLICE OFFICER	NINTH DISTRICT	8/05/89 515.25
BIES	BARBARA A	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/08/89 153.05
BONNER	THOMAS J	POLICE OFFICER	SEVENTH DISTRICT	8/03/89 773.00
BOOKER	JAMES	POLICE OFFICER	SEVENTH DISTRICT	7/20/88 378.00
BORKOWSKI	ANDREW	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/06/84 108.00
BORKOWSKI	ANDREW	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4/27/88 51.00
BUSNYAK	STEPHEN F	POLICE OFFICER	FOURTEENTH DISTRICT	5/24/89 111.00
BOSSE	FRED E	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/24/89 50.00
BOUDREAU	KENNETH J	POLICE OFFICER	NINTH DISTRICT	9/11/89 299.00
BOYD	LEBERT L	POLICE OFFICER	SECOND DISTRICT	8/17/89 493.00
BOYLAN	JAMES T	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	5/09/89 899.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/90

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BOYLE	MARY T	POLICE OFFICER	TWELFTH DISTRICT	8/05/89 694.00
BRADSHAW	MICHAEL F	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/13/89 136.00
BRANSFORD	STEVE D	POLICE OFFICER	THIRD DISTRICT	9/14/88 110.00
BRAZIL	TIMOTHY	POLICE OFFICER	SEVENTH DISTRICT	4/05/89 48.60
BRENAHAN-JOHNSON	LAUREL	POLICE OFFICER	SECOND DISTRICT	8/27/89 248.00
BRUGI	ROBERT	POLICE OFFICER	EIGHTEENTH DISTRICT	11/29/86 108.00
BROWN	KENNETH	POLICE OFFICER	FIFTH DISTRICT	8/30/89 635.00
BROWN	KEVIN W	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/29/89 348.20
BRUNDAGE-WRIGHT	CATHERINE C	POLICE OFFICER	SIXTH DISTRICT	5/01/89 352.00
BURDINE	DORICE	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	6/27/89 65.00
BUTZEN	JAMES J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/18/89 216.25
BUZEK	VINCENT J	POLICE OFFICER	TWENTIETH DISTRICT	8/31/89 671.50
CALDERONE	ROBERT	POLICE OFFICER	SIXTEENTH DISTRICT	7/18/85 917.00
CAPELLILLO	JOSE	POLICE OFFICER	FOURTEENTH DISTRICT	9/03/89 35.00
CAPPERELLI	JOHN T	POLICE OFFICER	EIGHTEENTH DISTRICT	7/13/89 261.45
CAREY	JOHN D	POLICE OFFICER	TWENTIETH DISTRICT	8/14/89 338.50
CARNEVALE	ELOISE M	POLICE OFFICER	THIRTEENTH DISTRICT	6/06/89 15.00
CARONE	EUGENE F	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/03/89 936.50
CASE	DAVID	POLICE OFFICER	SEVENTH DISTRICT	3/21/89 48.60
CASTANEDA	EFREN	POLICE OFFICER	NINTH DISTRICT	4/14/89 831.00
CASTRO	JOHN B	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	9/29/89 55.70
CATALANO	MICHAEL J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/21/89 198.44
CAUTHENS	STEVEN J	POLICE OFFICER	FOURTH DISTRICT	7/13/89 207.50
CERNY	RICHARD	POLICE OFFICER	SEVENTEENTH DISTRICT	8/27/89 15.00
CHEVALIER	SUZANNE	POLICE OFFICER	TWENTIETH DISTRICT	6/05/89 47.12
CHICZEWSKI	JOSEPH T	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	9/12/89 834.80
CHORVATH	KENNETH	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/27/89 240.08
CIECHON	MICHAEL J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/21/89 5.00
CLOTUSZYNSKI	CHESTER	POLICE OFFICER	SECOND DISTRICT	7/29/89 563.00
CIPUN	WALTER	POLICE OFFICER	FOURTEENTH DISTRICT	6/30/89 115.00
CLANCY	EDWARD	POLICE OFFICER	EIGHTH DISTRICT	9/23/89 160.00
CLIMACK JR	JOHN	POLICE OFFICER	FOURTH DISTRICT	10/31/88 250.00
CLINTON	THOMAS S	POLICE OFFICER	CRIME LABORATORY DIVISION	9/19/89 116.00
COBB	GILBERT J	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	9/24/89 109.00
COHEN	STEVEN P	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/17/89 875.54
COLEMAN	ALBERTHA	POLICE OFFICER	SIXTH DISTRICT	9/23/89 265.20
COLEMAN	SIDNEY P	POLICE OFFICER	SIXTH DISTRICT	6/02/89 255.00
COLLINS	TYRONE	POLICE OFFICER	SEVENTH DISTRICT	8/04/89 513.55
CONNELLY	MICHAEL J	POLICE OFFICER	FIRST DISTRICT	7/15/89 662.00
CONNORS	WILLIAM J	POLICE OFFICER	FOURTEENTH DISTRICT	9/21/89 1675.00
COSGROVE	THOMAS G	POLICE OFFICER	EIGHTEENTH DISTRICT	7/28/89 173.00
COUGHLIN	NANCY	POLICE OFFICER	TWENTIETH DISTRICT	9/04/89 5444.05
CRAIG	ROBERT J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/12/89 162.50
CRAWFORD	DONALD E	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/28/88 125.00
CUNNINGHAM	EDWARD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/12/89 353.00
CUNNINGHAM	THOMAS	POLICE OFFICER	YOUTH DIVISION AREA THREE	5/24/89 574.25
CUSACK	MICHAEL J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIST	9/12/89 91.00
CUSTAMANO	FRANK	POLICE OFFICER	EIGHTH DISTRICT	9/21/89 90.85
CYREK	EUGENE F	POLICE OFFICER	NINETEENTH DISTRICT	7/17/89 118.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/90

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CZAHOR	PATRICK	POLICE OFFICER	6/18/89	17410.28
DALEY	LEE	POLICE OFFICER	9/26/89	268.50
DANIELS	DAVID L	POLICE OFFICER	8/12/89	696.00
DANIELS	DAVID L	POLICE OFFICER	9/30/89	301.70
DANIELS	RENE A	POLICE OFFICER	8/04/89	642.20
DAVIS	JAMES F	POLICE OFFICER	9/05/88	50.00
DAVIS	SIDNEY	POLICE OFFICER	4/24/89	112.00
DAVIS	TERENCE O	POLICE OFFICER	9/12/89	625.50
DAVIS	VINCE	POLICE OFFICER	9/16/89	326.75
DAVIS SR	ERROLL	POLICE OFFICER	8/05/89	626.00
DAWAN	QUADIR N	POLICE OFFICER	4/30/89	3647.32
DEANE	MICHAEL D	POLICE OFFICER	9/11/89	155.78
DEASE	JOSEPH	POLICE OFFICER	6/02/89	750.00
DECARLO	DANIEL J	POLICE OFFICER	9/06/89	282.00
DELGADO	PATRICIA	POLICE OFFICER	9/24/89	250.00
DELIA	YVONNE	POLICE OFFICER	9/30/89	109.50
DELUCA	SALVATORE	POLICE OFFICER	8/23/89	466.90
DEMARCO	ROBERT	POLICE OFFICER	9/22/89	84.89
DEPILLARS	LILLIAN I	POLICE OFFICER	6/28/85	2145.55
DEVEREAUX	JOHN S	POLICE OFFICER	8/19/89	265.25
DEYOUNG	DEBRA L	POLICE OFFICER	9/09/89	82.90
DIAZ	ENRIQUE	POLICE OFFICER	9/23/89	145.00
DIMEO	MARK N	POLICE OFFICER	5/01/89	105.00
DIXON	JOHN	POLICE OFFICER	9/03/89	770.40
DOMAGALA	BERNARD	POLICE OFFICER	7/14/88	1749.00
DONOHUE	COLLETTA	POLICE OFFICER	9/02/89	510.00
DURSEY	SYDNEY	POLICE OFFICER	8/09/89	50.00
DOTSON	EDISON	POLICE OFFICER	6/09/89	467.00
DOTSON	LARRY L	POLICE OFFICER	2/28/89	4010.22
DOUGHERTY	JOHN E	POLICE OFFICER	9/25/89	338.00
DOWD	PATRICK H	POLICE OFFICER	9/08/89	107.25
DOWNNEY	CORNELIUS	POLICE OFFICER	3/18/89	463.00
DREWGANIS	STEFFAN G	POLICE OFFICER	8/30/89	13.00
DUFFIN	KEVIN	POLICE OFFICER	6/19/89	16.00
DUHIG	MICHAEL R	POLICE OFFICER	12/17/88	555.00
DUNIGAN	JOSEPH W	POLICE OFFICER	9/25/89	288.60
DUNN	JAMES P	POLICE OFFICER	9/26/88	165.00
DUSENBERY	TIMOTHY E	POLICE OFFICER	12/03/88	24.00
EASON	DIANA J	POLICE OFFICER	10/09/89	333.00
EGAN	WONALD	POLICE OFFICER	2/03/77	145.00
EIGENBAUER	ROBERT	POLICE OFFICER	8/24/89	639.00
ELENZ	DANIEL G	POLICE OFFICER	8/30/88	1350.00
ELLITOTT	CHARLES S	POLICE OFFICER	8/23/89	940.00
ERRACCI	RICCARDO	POLICE OFFICER	7/14/89	404.25
ERKLIN	ROBERT E	POLICE OFFICER	9/29/89	1562.00
EVANS	GLENN	POLICE OFFICER	9/09/89	116.50
EVANS	WILLIE B	POLICE OFFICER	2/05/88	20.00
FASSEL	WANN M	POLICE OFFICER	9/25/89	338.00
FAULKNER	BRIAN J	POLICE OFFICER	9/18/89	124.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/90

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FELKER JOHN F	POLICE OFFICER	PROFESSIONAL COUNSELING SERVIC	9/22/89	69.75
FENNER LOLITA	POLICE OFFICER	THIRD DISTRICT	8/11/89	415.00
FINLON JOEL	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/25/89	860.50
FINUCANE PATRICK	POLICE OFFICER	ELEVENTH DISTRICT	8/16/89	378.80
FITZPATRICK WILLIAM	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	7/15/89	351.13
FLAHERTY MICHAEL J	POLICE OFFICER	EIGHTH DISTRICT	8/03/89	787.50
FLAMON LAVENA	POLICE OFFICER	FOURTH DISTRICT	9/04/89	126.70
FLORES MOISES	POLICE OFFICER	VICE CONTROL SECTION	9/26/89	1200.60
FOSTER TYRONE	POLICE OFFICER	ELEVENTH DISTRICT	9/01/88	850.00
FRANCO LINDEN	POLICE OFFICER	SECOND DISTRICT	12/10/88	10.00
FRANICEVICH ANTHONY	POLICE OFFICER	EIGHTEENTH DISTRICT	9/02/89	699.75
FRANZEN TERRENCE	POLICE OFFICER	TENTH DISTRICT	9/24/89	161.00
FRAPOLLY WILLIAM	POLICE OFFICER	ELEVENTH DISTRICT	9/07/89	114.18
FROMEL JEAN M	POLICE OFFICER	THIRTEENTH DISTRICT	9/20/89	82.00
FROST RONALD S	POLICE OFFICER	TRAINING DIVISION	6/15/89	148.00
FURMANEK JOSEPH A	POLICE OFFICER	EIGHTH DISTRICT	11/20/85	74.25
GALBRETH RICKY L	POLICE OFFICER	ELEVENTH DISTRICT	4/12/89	36.00
GAMBLE LORENDA	POLICE OFFICER	FIFTEENTH DISTRICT	9/15/89	104.75
GANEY GERALD W	POLICE OFFICER	FOURTEENTH DISTRICT	7/29/89	12972.98
GANNISON, WILLIE G	POLICE OFFICER	SEVENTH DISTRICT	5/10/88	525.00
GANZER RONALD G	POLICE OFFICER	CANINE UNIT	7/25/89	182.38
GARCIA JERRY H	POLICE OFFICER	NINTH DISTRICT	9/07/89	390.00
GARCIA LEWIS P	POLICE OFFICER	ELEVENTH DISTRICT	6/20/89	176.50
GARCIA MARIO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/22/89	421.00
GARRIDO JOHN A	POLICE OFFICER	SIXTEENTH DISTRICT	12/21/88	34.00
GERACT JAMES J	POLICE OFFICER	YOUTH DIVISION AREA TWO	4/22/88	375.00
GERACI JAMES J	POLICE OFFICER	YOUTH DIVISION AREA TWO	9/28/89	835.20
GERALI GENE R	POLICE OFFICER	THIRTEENTH DISTRICT	8/07/88	340.00
GILLARD CRAIG W	POLICE OFFICER	TENTH DISTRICT	7/14/89	1029.00
GILLOTT DAVID A	POLICE OFFICER	TWELFTH DISTRICT	8/03/89	974.00
GOLBECK FRANCIS	POLICE OFFICER	SIXTEENTH DISTRICT	3/26/89	113.19
GOLDEN PATRICK J	POLICE OFFICER	NINTH DISTRICT	7/05/89	110.00
GORDON RONALD J	POLICE OFFICER	INTERSECTION CONTROL UNIT	10/06/88	658.75
GRAHAM JANET L	POLICE OFFICER	SIXTH DISTRICT	9/07/89	287.50
GRANTZ MICHAEL A	POLICE OFFICER	SEVENTH DISTRICT	9/14/89	109.00
GRASZER THOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	9/29/89	40.00
GRAY LLOYD H	POLICE OFFICER	SEVENTH DISTRICT	9/25/89	385.50
GRECO JON W JR	POLICE OFFICER	FOURTH DISTRICT	9/06/89	268.00
GREENWICH FRANK C	POLICE OFFICER	FOURTEENTH DISTRICT	12/26/82	94.00
GREGOR WILLIAM	POLICE OFFICER	ENFORCEMENT SECTION	8/15/89	949.25
GREVE TIMOTHY	POLICE OFFICER	RECRUIT TRAINING	3/07/89	1142.00
GRIFFIN JOSEPH P	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/22/89	179.70
GRZYB ALLAN J	POLICE OFFICER	SEVENTH DISTRICT	9/23/89	454.20
GUERRELET VICTOR	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	9/13/89	207.00
HAIRE EDWARD JR.	POLICE OFFICER	SEVENTH DISTRICT	2/10/88	57.00
HALL KOZENDA P	POLICE OFFICER	SIXTH DISTRICT	9/22/89	119.00
HALLORAN JOHN J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/31/89	394.20
HALLORAN WILLIAM	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	5/31/89	176.00
HAMILL JAMES P	POLICE OFFICER	TRAINING DIVISION	3/21/89	45.00

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/90

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HAMMOND DANIEL J	POLICE OFFICER	MARINE UNIT	6/08/88	385.00
HARMON HELEN J	POLICE OFFICER	RECRUIT TRAINING	1/06/89	4327.00
HARRIS BENNIE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/07/89	280.00
HARRIS ELIJAH	POLICE OFFICER	SIXTH DISTRICT	7/31/89	183225.46
HARRIS JOSEPH E	POLICE OFFICER	FIFTH DISTRICT	8/29/89	685.00
HARRIS LANDELL N	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/06/89	345.00
HARRIS LANDELL N	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/07/89	1337.00
HARTFIELD MARY A	POLICE OFFICER	RECRUIT TRAINING	7/06/89	459.90
HARTIGAN NANCY	POLICE OFFICER	SEVENTEENTH DISTRICT	7/31/89	323.78
HASH JOHN E	POLICE OFFICER	FIRST DISTRICT	9/17/89	362.00
HAYES CLARENCE	POLICE OFFICER	CANINE UNIT	7/18/89	732.00
HAYES DENNIS	POLICE OFFICER	SEVENTEENTH DISTRICT	7/30/89	1325.05
HEENAN PATRICK	POLICE OFFICER	EIGHTEENTH DISTRICT	7/23/89	2023.00
HEIMANN SCOT L	POLICE OFFICER	NINTH DISTRICT	9/17/89	160.00
HEIMANN SCOT L	POLICE OFFICER	NINTH DISTRICT	9/23/89	44.00
HENDERSON MAURICE	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/20/89	240.00
HENNIGAN JAMES T	POLICE OFFICER	FINANCIAL INVESTIGATION UNIT	6/05/89	346.23
HENRY BERNADETTE	POLICE OFFICER	SEVENTH DISTRICT	2/26/89	285.00
HENSON CHARLES B	POLICE OFFICER	SEVENTH DISTRICT	8/19/89	49.00
HERNANDEZ JUAN C	POLICE OFFICER	SIXTEENTH DISTRICT	1/26/89	16.00
HOFF THOMAS	POLICE OFFICER	SIXTEENTH DISTRICT	12/14/88	17.00
HOFFMAN DANIEL I	POLICE OFFICER	TENTH DISTRICT	7/10/89	65.00
HOLEC JOHN J	POLICE OFFICER	SEVENTEENTH DISTRICT	12/24/88	45.00
HORSTEIN ALEX	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/03/89	5166.65
HORTON THOMAS M	POLICE OFFICER	NINTH DISTRICT	9/02/89	305.00
HOWARD CORILYN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/21/89	616.18
HUBBARD MILTON	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/11/89	1793.00
HUBERTS LORETTA M	POLICE OFFICER	THIRTEENTH DISTRICT	8/08/89	181.30
HUGH STEVEN L	POLICE OFFICER	EIGHTEENTH DISTRICT	4/16/89	47.00
HUTCHINSON THOMAS R	POLICE OFFICER	TENTH DISTRICT	9/01/89	1879.00
IGLINSKI FRANCIS J	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/15/89	191.00
IMPASTATO LEONARD	POLICE OFFICER	TWENTIETH DISTRICT	9/10/89	309.50
JACKSON EDWARD L	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/14/77	389.00
JACKSON LARRY D	POLICE OFFICER	SECOND DISTRICT	9/29/89	192.00
JAHISON ERNEST	POLICE OFFICER	FOURTH DISTRICT	11/05/87	522.75
JANCEVICH GLEN	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/17/88	80.00
JANETTAS GREGORY	POLICE OFFICER	TENTH DISTRICT	4/17/89	13.00
JARQUEZ RENE J	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	6/21/89	103.25
JENKINS JOHNNIE B	POLICE OFFICER	SIXTH DISTRICT	6/24/89	33.00
JOHANNSEN DONALD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/28/89	2422.17
JOHNSON BILLIE	POLICE OFFICER	SECOND DISTRICT	9/12/89	283.00
JOHNSON BRUCE N	POLICE OFFICER	EIGHTH DISTRICT	7/27/89	199.85
JOHNSON FRANKLIN H	POLICE OFFICER	TWENTIETH DISTRICT	2/19/88	50.00
JOHNSON PEGGY	POLICE OFFICER	SIXTEENTH DISTRICT	9/24/87	205.00
JOHNSON PEGGY	POLICE OFFICER	SIXTEENTH DISTRICT	9/21/89	96.00
JOHNSON SABRINA T	POLICE OFFICER	EIGHTH DISTRICT	9/09/89	66.05
JONES EDWIN	POLICE OFFICER	SEVENTH DISTRICT	8/29/89	344.50
JONES JAMES W	POLICE OFFICER	ELEVENTH DISTRICT	5/18/89	543.80
JONES LONNIE S	POLICE OFFICER	SEVENTH DISTRICT	9/08/89	486.50

CITY OF CHICAGO

CITY COUNCIL ORDERS

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
JONES RICHARD A	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/22/89	259.30
JONES RICHARD H	POLICE OFFICER	SEVENTH DISTRICT	9/30/89	153.45
JUNIOR HAROLD	POLICE OFFICER	SECOND DISTRICT	9/12/89	267.00
KACOR CAROL L	POLICE OFFICER	NINTH DISTRICT	9/10/89	1386.00
KALAS PHILIP J	POLICE OFFICER	SIXTEENTH DISTRICT	7/05/89	292.40
KALFAS RAYMOND P	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/28/89	359.10
KAPUGI STEVEN	POLICE OFFICER	TENTH DISTRICT	4/30/89	3095.00
KAREDES CHRIST J.	POLICE OFFICER	EIGHTEENTH DISTRICT	7/25/89	45.00
KARNICK THOMAS E	POLICE OFFICER	ELEVENTH DISTRICT	9/21/89	86.90
KARPINSKI THOMAS	POLICE OFFICER	ELEVENTH DISTRICT	9/12/89	182.00
KEBR FRANCES L	POLICE OFFICER	SEVENTH DISTRICT	2/27/89	43.00
KELLY FRANKLIN R	POLICE OFFICER	FOURTH DISTRICT	2/18/77	60.00
KELLY LUKE L	POLICE OFFICER	EIGHTEENTH DISTRICT	9/11/89	77.09
KEMP JR CHARLES	POLICE OFFICER	EIGHTEENTH DISTRICT	8/04/88	758.60
KENNEDY LINDA	POLICE OFFICER	TENTH DISTRICT	4/17/89	201.00
KERETA RICHARD M	POLICE OFFICER	FOURTEENTH DISTRICT	12/20/85	530.00
KETO FRED M	POLICE OFFICER	GUN REGISTRATION SECTION	5/30/89	134.00
KILMARTIN JOHN J	POLICE OFFICER	YOUTH DIVISION AREA TWO	6/29/89	36.00
KILROY RICHARD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/19/89	660.47
KISCHNER BRUCE H	POLICE OFFICER	FOURTEENTH DISTRICT	8/19/89	20.00
KISS KATHY	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/14/89	2588.00
KITKOWSKI NICHOLAS	POLICE OFFICER	EIGHTEENTH DISTRICT	7/13/89	225.25
KLARK EDWARD P	POLICE OFFICER	TRAFFIC COURT SECTION	12/20/83	431.68
KLEIDON WALTER	POLICE OFFICER	EIGHTH DISTRICT	8/10/89	76.65
KLUTH WILLIAM H	POLICE OFFICER	MOUNTED UNIT	7/28/89	386.75
KNASIAK LAWRENCE	POLICE OFFICER	TENTH DISTRICT	8/11/89	494.00
KNURSON STEVEN C	POLICE OFFICER	SEVENTEENTH DISTRICT	9/01/89	140.00
KODATT EDWARD R	POLICE OFFICER	ELEVENTH DISTRICT	7/30/89	432.32
KODATT EDWARD R	POLICE OFFICER	ELEVENTH DISTRICT	7/22/89	195.50
KOREN TIMOTHY A	POLICE OFFICER	SEVENTH DISTRICT	8/10/89	937.00
KORZENIEWSKI RONALD L	POLICE OFFICER	ELEVENTH DISTRICT	7/02/89	65.00
KOSALA JOSEPH	POLICE OFFICER	FOURTEENTH DISTRICT	2/04/89	485.00
KOSZYK MICHAEL E	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/24/89	2213.00
KRAUTSTRUNK KENNETH	POLICE OFFICER	ELEVENTH DISTRICT	6/27/88	20.00
KRISHACK JOHN A	POLICE OFFICER	FIRST DISTRICT	8/10/84	90.60
KROK KENNETH M	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/28/87	69.00
KROYER EDWARD R	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	5/28/87	65.00
KURTAK LAURA M	POLICE OFFICER	FIFTH DISTRICT	9/13/89	380.58
KUBIK JOHN L	POLICE OFFICER	SIXTEENTH DISTRICT	5/20/89	34.00
KUNZ HAROLD R	POLICE OFFICER	NINTH DISTRICT	3/03/89	220.00
KUNZ HAROLD R	POLICE OFFICER	NINTH DISTRICT	9/13/89	289.00
KUZAS ROBERT	POLICE OFFICER	ELEVENTH DISTRICT	7/23/89	1645.00
KWASINSKI PHILIP L	POLICE OFFICER	SEVENTEENTH DISTRICT	9/09/89	158.59
KWASINSKI THOMAS	POLICE OFFICER	FOURTEENTH DISTRICT	9/08/89	533.00
KWIATEN RICHARD	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/14/89	365.00
LAMPRES JAMES J	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/10/89	1304.00
LANG JOHN H	POLICE OFFICER	SIXTEENTH DISTRICT	8/27/89	745.50
LANGBAUER RONALD	POLICE OFFICER	TENTH DISTRICT	10/14/86	850.00
LAPORTE ARTHUR IV	POLICE OFFICER	ELEVENTH DISTRICT	4/09/89	39.00

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LAPPE	MICHAEL	POLICE OFFICER	SIXTEENTH DISTRICT	4/23/88 263.50
LARNER	JAMES M	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/06/89 70.00
LARSON	DENNIS W	POLICE OFFICER	THIRTEENTH DISTRICT	6/25/89 290.00
LARSON	DENNIS W	POLICE OFFICER	THIRTEENTH DISTRICT	9/26/89 572.40
LASENBY	EDDIE L	POLICE OFFICER	SEVENTH DISTRICT	8/07/89 188.00
LAWRENCE	RICHARD	POLICE OFFICER	TWELFTH DISTRICT	7/18/89 1292.00
LEAHY	KATHLEEN M	POLICE OFFICER	EIGHTH DISTRICT	11/13/88 300.00
LEE	JIMMY D	POLICE OFFICER	SEVENTH DISTRICT	9/04/86 205.00
LEMIEUX	DAVID T	POLICE OFFICER	THIRD DISTRICT	9/24/88 50.00
LEMON	KAREN L	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/24/89 208.75
LEMON	ROBERT A	POLICE OFFICER	SEVENTH DISTRICT	9/01/89 178.00
LEODORO	DEORAH	POLICE OFFICER	NINTH DISTRICT	9/10/89 2944.00
LEVEILLE	HUGH	POLICE OFFICER	YOUTH DIVISION AREA SIX	9/21/89 312.00
LICARI	RALPH J	POLICE OFFICER	FOURTEENTH DISTRICT	8/20/89 60.00
LIGHTFORD	MAMIE F	POLICE OFFICER	NINETEENTH DISTRICT	4/17/89 50.00
LIMON	FRANK	POLICE OFFICER	TWELFTH DISTRICT	7/09/89 200.00
LIONHOOD	RICHARD H	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	5/18/88 1160.00
LIZCANO	ENRIQUE	POLICE OFFICER	THIRD DISTRICT	5/26/89 738.00
LLOYD	SHARON	POLICE OFFICER	RECRUIT TRAINING	2/09/89 125.00
LUDOLCE	SALVATORE	POLICE OFFICER	NINETEENTH DISTRICT	8/24/89 54.00
LOMBARDI	JOSEPH V	POLICE OFFICER	ELEVENTH DISTRICT	9/13/89 281.00
LONSKI	MARK R	POLICE OFFICER	EIGHTEENTH DISTRICT	9/12/89 40.00
LOONEY	KAREN	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/14/89 154.80
LUCAS	DARCEL	POLICE OFFICER	SECOND DISTRICT	9/08/89 221.00
LUCAS	KEVIN J	POLICE OFFICER	ELEVENTH DISTRICT	4/23/89 13.00
LUKENSMEYER	DANIEL C	POLICE OFFICER	NINTH DISTRICT	8/30/89 308.00
LUMPKIN	WILLIAM	POLICE OFFICER	SEVENTH DISTRICT	4/05/88 95.00
LUNGFORD	KENNY	POLICE OFFICER	EIGHTEENTH DISTRICT	8/14/89 846.75
LYKINS	THERESA A	POLICE OFFICER	SEVENTEENTH DISTRICT	7/11/89 434.00
LYNCH	DANIEL J	POLICE OFFICER	SEVENTH DISTRICT	7/16/89 178.25
MACHINA	HENRY M	POLICE OFFICER	AUTO THEFT SECTION	10/24/87 1552.48
MACHILLAN	JAMES W	POLICE OFFICER	EIGHTEENTH DISTRICT	11/29/87 50.00
MADDEN	MARK J	POLICE OFFICER	TENTH DISTRICT	8/01/89 13.00
MAHONEY	RICHARD A	POLICE OFFICER	SEVENTH DISTRICT	8/27/89 2324.85
MAIDA	RALPH	POLICE OFFICER	NINTH DISTRICT	8/16/89 1794.00
MAIELLARO	MICHAEL A	POLICE OFFICER	TWENTIETH DISTRICT	10/30/89 326.00
MAINES	MICHAEL H	POLICE OFFICER	TWENTIETH DISTRICT	10/07/89 1970.85
MAJOR	ROBERT J	POLICE OFFICER	SIXTEENTH DISTRICT	8/06/89 2390.00
MALCOTTE	JAMES H	SEKGEANT	THIRTEENTH DISTRICT	11/22/84 230.00
MALEC	CAROL	POLICE OFFICER	ELLEVETH DISTRICT	8/18/89 13.00
MALEC	JOSEPH M	POLICE OFFICER	TENTH DISTRICT	10/19/89 145.00
MALKOWSKI	RONALD	POLICE OFFICER	FOURTH DISTRICT	4/14/69 273.00
MALLOY	BERNARD W	POLICE OFFICER	AUTO THEFT SECTION	9/12/89 555.00
MANCUSO	MICHAEL	POLICE OFFICER	FIFTEENTH DISTRICT	9/06/89 243.00
MANCUSO	MICHAEL	POLICE OFFICER	FIFTEENTH DISTRICT	9/29/89 105.00
MANGAN	ROBERT I	POLICE OFFICER	TWELFTH DISTRICT	6/25/89 175.00
MANGRUM	GAIL	POLICE OFFICER	YOUTH DIVISION AREA ONE	6/24/88 1414.00
MANN-FREELS	LESLIE E	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/18/89 1151.70
MARTIN	MIKE	POLICE OFFICER	FOURTH DISTRICT	10/17/89 303.00

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MAXIMINI	LUCIA F	POLICE OFFICER	FOURTEENTH DISTRICT	1/20/87 2181.50
MAXWELL	RICHARD	POLICE OFFICER	SECOND DISTRICT	1/28/88 695.00
MAXWELL	RICHARD	POLICE OFFICER	TWELFTH DISTRICT	9/16/89 769.00
MAYO	ANTHONY E	POLICE OFFICER	SIXTH DISTRICT	9/03/89 573.70
MAZUR	THOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	8/16/88 55.00
MCBRIDE	MICHAEL	POLICE OFFICER	SIXTH DISTRICT	10/01/89 68.95
MCCAFFERTY	PATRICK J	POLICE OFFICER	AUTO THEFT SECTION	5/22/89 622.00
MCCANN	THOMAS P	POLICE OFFICER	FIFTH DISTRICT	1/18/89 2006.05
MCCARTHY	H A	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/04/89 153.00
MCCARTHY	JOHN	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/12/89 280.26
MCCARTHY	JOHN S	POLICE OFFICER	FIRST DISTRICT	8/20/89 5847.25
MCCLAIN	JOHN T	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	10/25/89 71.50
MCCLURY	WAYNE L	POLICE OFFICER	SIXTEENTH DISTRICT	5/21/89 65.00
MCCULLOUGH	MITCHELL	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/26/89 374.00
MCCURRY	LEVONN E	POLICE OFFICER	NINTH DISTRICT	9/27/89 321.00
MCDERMOTT	SARAH A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/18/89 94.60
MCDONALD	KEVIN	POLICE OFFICER	FIFTEENTH DISTRICT	8/18/89 492.00
MCGRADY	TIMOTHY	POLICE OFFICER	TWENTIETH DISTRICT	8/01/89 350.00
MCGRANE	GRANT	POLICE OFFICER	ELEVENTH DISTRICT	8/02/89 3214.46
MCGRUDER	JOHN	POLICE OFFICER	SIXTH DISTRICT	7/15/89 1910.25
MCHUGH JR	THOMAS F	POLICE OFFICER	EIGHTEENTH DISTRICT	9/04/89 1214.00
MCLAIN	RONALD	POLICE OFFICER	THIRTEENTH DISTRICT	6/23/89 1294.20
MCMANAMON	NATHLEEN	POLICE OFFICER	FIFTEENTH DISTRICT	1/10/87 190.00
MCMANARA	DENNIS M	POLICE OFFICER	SEVENTEENTH DISTRICT	9/19/89 1310.17
MEDOW	BRANDON	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/26/89 184.70
MENDEZ-FASHINGBAUER	JULIE A	POLICE OFFICER	ELEVENTH DISTRICT	8/18/89 427.70
MENDOZA	CORINE	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	9/25/89 869.00
MERCADO	AMANDO	POLICE OFFICER	THIRTEENTH DISTRICT	7/04/89 703.00
MERCADO	WILFRED	POLICE OFFICER	THIRTEENTH DISTRICT	8/26/89 60.00
MERTIC	HELEN	POLICE OFFICER	SECOND DISTRICT	6/13/89 44.25
MERTZ	DENNIS	POLICE OFFICER	SEVENTH DISTRICT	8/27/89 1270.00
MEZIERE	RONALD T	POLICE OFFICER	FIFTEENTH DISTRICT	9/26/89 460.00
MICALSKI	EDWARD	POLICE OFFICER	FOURTEENTH DISTRICT	5/17/88 1318.50
MICKELBOROUGH	JAMES M	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	3/24/82 125.00
MIEDZIANOWSKI	JOSEPH J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/03/89 135.02
MIGLIERI	JUDY	POLICE OFFICER	SEVENTH DISTRICT	10/11/89 44.00
MILLER	DARRYL	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/09/89 670.25
MIMS	LAWRENCE E	POLICE OFFICER	SIXTH DISTRICT	9/01/89 118.45
MINNIEFIELD	DARRYL	POLICE OFFICER	ELEVENTH DISTRICT	8/23/89 41.00
MIRANDA	VERONICA	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/04/89 499.00
MIS	JOHN G	POLICE OFFICER	NINTH DISTRICT	8/02/89 2368.50
MITZELFELD	MICHAEL	POLICE OFFICER	SIXTEENTH DISTRICT	7/04/89 190.00
MLADIC	ROBERT M	POLICE OFFICER	FIFTEENTH DISTRICT	8/22/89 512.50
MUCKUS	UYTARTAS H	POLICE OFFICER	EIGHTEENTH DISTRICT	5/29/89 757.25
MUNAGHAN	JACALYN M	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/31/89 184.50
MUNDANE	MICHAEL W	POLICE OFFICER	EIGHTEENTH DISTRICT	7/07/89 281.95
MUNESTERO	PHILLIP J	POLICE OFFICER	TWELFTH DISTRICT	1/30/86 315.00
MONTIVIDAS	PETER L	POLICE OFFICER	EIGHTEENTH DISTRICT	10/20/89 474.00
MOORE	THOMAS P	POLICE OFFICER	THIRTY-SECOND DISTRICT	9/07/88 109.00

CITY OF CHICAGO

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MORADU	JUAN	POLICE OFFICER	TWELFTH DISTRICT	7/25/89 1279.00
MORALES	JAMES	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/23/89 108.00
MORAN	EDWARD T	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/18/89 1563.08
MORAWSKI	JAMES	POLICE OFFICER	NINETEENTH DISTRICT	10/19/89 181.60
MORENO	BENJAMIN R	POLICE OFFICER	TENTH DISTRICT	10/14/89 116.50
MORRIS	GARY	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	10/11/89 841.75
MUSS	HARLON K.	POLICE OFFICER	SEVENTH DISTRICT	8/20/88 52.00
MUEHLFELDER	WILLIAM S	POLICE OFFICER	TWENTIETH DISTRICT	7/28/89 212.00
MUIR	SCOTT F	POLICE OFFICER	FIRST DISTRICT	5/02/89 54.00
MULHEARN	PATRICK	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	9/04/89 624.19
MULLIGAN	JOHN M	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/18/89 543.00
MURPHY	JEFFRY B	POLICE OFFICER	FIFTH DISTRICT	9/22/89 584.00
MURPHY	THOMAS G	POLICE OFFICER	FOURTEENTH DISTRICT	6/28/89 300.00
MURPHY	THOMAS G	POLICE OFFICER	FOURTEENTH DISTRICT	10/31/89 809.00
MUTH	WALTER G	POLICE OFFICER	EIGHTH DISTRICT	9/12/89 51.00
NAGDIE	ALFRED	POLICE OFFICER	RECRUIT TRAINING	10/19/89 145.00
NEKOLICZAK	LOUIS D	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/29/89 157.50
NELSON	JULIUS D	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	8/31/89 486.25
NELSON	KATHLEEN	POLICE OFFICER	FOURTEENTH DISTRICT	10/01/89 151.00
NELSON	RICHARD L	POLICE OFFICER	NINETEENTH DISTRICT	9/24/89 328.00
NG	JESSE J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/21/88 42.00
NIEDOBORSKI	BRUCE R	POLICE OFFICER	SECOND DISTRICT	8/18/89 75.00
NIGHTINGALE	HUGH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/13/89 175.00
NIGHTINGALE	HUGH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/12/89 251.85
NULAN	TIMOTHY	POLICE OFFICER	SEVENTH DISTRICT	8/18/89 3391.50
NORTON	THOMAS E	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	5/01/89 80.00
NOWAK	PHILLIP	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87 619.00
NOWAKOWSKI	JOHN	POLICE OFFICER	ELEVENTH DISTRICT	9/09/89 98.50
NUNEZ	CYNTHIA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/02/86 140.00
NYKIEL	MICHAEL	POLICE OFFICER	TENTH DISTRICT	9/01/89 268.00
OBARTUCH	ERWIN N	POLICE OFFICER	SEVENTEENTH DISTRICT	5/09/88 830.00
OCALLAGHAN	JOHN	POLICE OFFICER	SIXTH DISTRICT	7/04/89 80.00
ODONNELL	EDWARD J	POLICE OFFICER	EIGHTEENTH DISTRICT	5/22/89 16.00
ODONNELL	FRANCIS J	POLICE OFFICER	NINTH DISTRICT	2/22/89 60.00
ODONNELL	MICHAEL J	POLICE OFFICER	SEVENTEENTH DISTRICT	7/09/89 244.15
ODONNELL	MICHAEL J	POLICE OFFICER	SEVENTEENTH DISTRICT	8/29/89 372.74
ODONNELL	PAUL R	POLICE OFFICER	EIGHTEENTH DISTRICT	5/24/89 16.00
OHSE	RORY J	POLICE OFFICER	TENTH DISTRICT	10/20/89 209.50
OKEEFE	SHIELA M	POLICE OFFICER	FIFTEENTH DISTRICT	10/15/89 161.00
UMURO	DAVID	POLICE OFFICER	SEVENTEENTH DISTRICT	10/31/89 680.25
OREILLY	WILLIAM J	POLICE OFFICER	SIXTEENTH DISTRICT	10/31/89 60.00
ORIOLE	EDWARD L	POLICE OFFICER	SHARE LAW ENFORCEMENT	9/10/89 60.00
ORSA	PETER W	POLICE OFFICER	SEVENTEENTH DISTRICT	10/06/89 301.53
ORTIZ	BRAOUL	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	5/18/88 814.00
ORTIZ	EDITH M	POLICE OFFICER	THIRTEENTH DISTRICT	10/29/89 114.00
OTERO	LUIS G	POLICE OFFICER	FIFTEENTH DISTRICT	9/23/89 6117.12
OZNOFF	ROBERT P	POLICE OFFICER	TWENTIETH DISTRICT	6/11/88 48.00
FACHOLSKI	DAVID T	POLICE OFFICER	ELEVENTH DISTRICT	7/13/89 50.00
PADILLA	APOLINAR E	POLICE OFFICER	THIRTY-THIRD DISTRICT	10/02/89 69.75

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PADILLA	MARTIN	POLICE OFFICER	TENTH DISTRICT	7/12/89 405.00
PALMER	OTTO	POLICE OFFICER	EIGHTEENTH DISTRICT	5/30/89 36.50
PALUCH	JEROME	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/10/88 100.00
PAOLONE	EMIL S	POLICE OFFICER	THIRD DISTRICT	10/16/89 454.70
PAELLO	RONALD F	POLICE OFFICER	THIRD DISTRICT	2/02/89 1888.00
PAKISI	PETER	POLICE OFFICER	TWELFTH DISTRICT	3/22/89 50.00
PARKER	DON	POLICE OFFICER	SEVENTH DISTRICT	10/30/89 64.50
PARKS	JAMES	POLICE OFFICER	EIGHTH DISTRICT	5/20/89 60.00
PASKEY	JOHN D	POLICE OFFICER	YOUTH DIVISION AREA FOUR	7/18/89 259.80
PATRICK	RICHARD E	POLICE OFFICER	ELEVENTH DISTRICT	10/10/89 142.50
PAVICHEVICH	WILLIAM	POLICE OFFICER	INTERSECTION CONTROL UNIT	10/16/89 284.25
PAWLOWSKI	CHARLES M	POLICE OFFICER	SEVENTH DISTRICT	8/28/89 1552.45
PECK	RICHARD E	POLICE OFFICER	THIRD DISTRICT	9/03/89 137.50
PELLEGRINI	RAYMOND	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/24/89 184.21
PENA	TAMMIE	POLICE OFFICER	THIRTEENTH DISTRICT	7/19/89 5750.80
PENNINGTON	HENRY R	POLICE OFFICER	FIRST DISTRICT	9/27/89 250.00
PEREZ	GREGORIO	POLICE OFFICER	TWELFTH DISTRICT	9/04/89 437.00
PERKINS	DAVID W	POLICE OFFICER	SEVENTH DISTRICT	1/20/89 45.00
PETERSON	ROBERT J	POLICE OFFICER	FIRST DISTRICT	9/20/89 292.75
PIENTA	RONALD L	POLICE OFFICER	NINTH DISTRICT	9/20/89 337.20
PIENTA	RONALD L	POLICE OFFICER	NINTH DISTRICT	9/29/89 272.45
PIERCE	TOI M	POLICE OFFICER	NINTH DISTRICT	9/09/89 738.00
PIERUCCI	WILLIAM	POLICE OFFICER	TENTH DISTRICT	3/25/89 20.00
PIKE	SUSAN A	POLICE OFFICER	NINETEENTH DISTRICT	5/31/89 110.00
PIKE	SUSAN A	POLICE OFFICER	NINETEENTH DISTRICT	10/20/89 819.95
PITTACORA	JAMES T	POLICE OFFICER	EIGHTEENTH DISTRICT	9/21/89 367.30
FLEDGER	CHRISTOPHER	POLICE OFFICER	THIRD DISTRICT	10/22/89 412.00
PLUTA	JEROME R	POLICE OFFICER	CANINE UNIT	10/30/89 10.38
POCIASK	ANTHONY G	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/22/88 155.00
POE	CHARLES	POLICE OFFICER	TENTH DISTRICT	9/13/89 404.00
POKROVAC	PATRICK S	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/15/89 65.00
POLACEK	WILLIAM M	POLICE OFFICER	FIRST DISTRICT	8/18/89 302.25
PONNE	THOMAS P	POLICE OFFICER	FOURTH DISTRICT	10/16/88 50.00
PONTARELLI	GEORGE	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/16/89 1579.75
PORANZISZ	DAVID J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/08/89 222.28
PORTER	DENNIS	POLICE OFFICER	SECOND DISTRICT	10/23/89 65.00
PORTLOCK	LOUIS M	POLICE OFFICER	SECOND DISTRICT	9/14/89 344.00
POWELL	ANTHONY	POLICE OFFICER	SEVENTEENTH DISTRICT	5/29/89 145.78
PRAZNOWSKI	EDWARD	POLICE OFFICER	TENTH DISTRICT	8/30/89 13.00
PRAZNOWSKI	EDWARD	POLICE OFFICER	TENTH DISTRICT	8/16/89 133.70
PRINCIPATO	DANIEL A	POLICE OFFICER	NINTH DISTRICT	9/30/89 549.30
PUCKETT	STANLEY C	POLICE OFFICER	THIRD DISTRICT	10/26/89 523.90
RABSCHUTZ	WILLIAMS	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/09/89 166.00
RABSCHUTZ	WILLIAMS	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	8/02/89 176.99
RADDATZ	JANE	POLICE OFFICER	TWELFTH DISTRICT	10/27/89 278.00
RADDATZ	JANE	POLICE OFFICER	TWELFTH DISTRICT	9/12/89 524.00
RAK	DENNIS	POLICE OFFICER	TENTH DISTRICT	10/20/88 15.00
RAMIREZ	ARNULFO	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/23/89 194.00
RAMSEY	ANDERSON	POLICE OFFICER	SIXTH DISTRICT	3/22/89 353.00

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
REDRICK	BRAD	POLICE OFFICER	EIGHTH DISTRICT	8/12/89 50.00
REEDY	JAMES R	POLICE OFFICER	FIRST DISTRICT	8/31/89 317.50
REID	ROBERT G	POLICE OFFICER	EIGHTEENTH DISTRICT	8/06/89 4689.60
REINES	EDWARD J	POLICE OFFICER	EIGHTEENTH DISTRICT	9/05/89 125.05
RESCHNE	HERBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/07/89 344.25
RESENDEZ	JESSE	POLICE OFFICER	THIRTEENTH DISTRICT	8/24/88 390.00
REYNOLDS	VINCENT V	POLICE OFFICER	SEVENTH DISTRICT	8/06/89 212.00
RHODEN	DANN E	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/30/89 311.25
RICHARDS	MARK	POLICE OFFICER	ELEVENTH DISTRICT	9/12/89 162.00
RICHLIK	BRUCE V	POLICE OFFICER	FOURTH DISTRICT	9/17/89 239.00
RIGGENBACH	CARL	POLICE OFFICER	SEVENTH DISTRICT	5/25/89 48.60
RIGGIO	LUIGI	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/14/89 16.00
RIVERA	DANIEL W	POLICE OFFICER	SEVENTEENTH DISTRICT	7/29/89 274.00
RIZZI JR	DOMINIC	POLICE OFFICER	TENTH DISTRICT	6/16/89 3106.25
ROBBINS	MICHAEL A	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/08/89 887.00
ROBINSON	EDWARD	POLICE OFFICER	TWELFTH DISTRICT	8/09/89 762.00
ROBINSON	THERESSA	POLICE OFFICER	TWENTIETH DISTRICT	8/24/89 287.64
ROBINSON	THERESSA	POLICE OFFICER	TWENTIETH DISTRICT	10/04/89 49.50
RODRIGUEZ	ABELARDO	POLICE OFFICER	SECOND DISTRICT	8/27/89 888.50
RODRIGUEZ	JOHN J	POLICE OFFICER	FOURTEENTH DISTRICT	9/09/89 406.00
RODRIGUEZ	JOSE R	POLICE OFFICER	FOURTEENTH DISTRICT	8/23/89 195.00
RODRIGUEZ	FRANK A	POLICE OFFICER	SIXTEENTH DISTRICT	10/25/89 116.59
ROLLINS	ALLAN	POLICE OFFICER	SIXTH DISTRICT	8/23/89 196.00
ROLNIK	CHRISTINE	POLICE OFFICER	TENTH DISTRICT	3/20/89 13.00
ROMERO	ANGEL D	POLICE OFFICER	THIRTEENH DISTRICT	6/19/89 65.00
ROMERO	ROCCO C	POLICE OFFICER	TENTH DISTRICT	4/02/89 78.00
RUSADO	BENNY	POLICE OFFICER	THIRTEENTH DISTRICT	8/14/89 1449.00
ROSE	MICHAEL	POLICE OFFICER	ELEVENTH DISTRICT	7/30/89 25.00
ROSSI	JOHN	POLICE OFFICER	NINTH DISTRICT	9/10/89 73.00
ROTHGEB	HARLAN E	POLICE OFFICER	DETECTIVE DIV AREA 6 VIOLENT C	9/14/89 175.00
RUBIN	HARVEY R	POLICE OFFICER	ELEVENTH DISTRICT	8/12/89 199.00
RUCCI	DAVID J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/27/89 100.00
RUNYAN	JACK	POLICE OFFICER	EIGHTEENTH DISTRICT	4/18/85 4053.00
RUSHING	ALFREDA R	POLICE OFFICER	EIGHTEENTH DISTRICT	5/30/89 171.75
RYAN	KEVIN	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/21/89 177.50
SAMMARCO	MARC A	POLICE OFFICER	ELEVENTH DISTRICT	6/30/89 65.00
SANCHEZ	JAIME	POLICE OFFICER	TENTH DISTRICT	10/29/89 55.00
SANCHEZ	JOHN D	POLICE OFFICER	FOURTH DISTRICT	9/10/89 494.00
SANCHEZ	MAGALI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/30/89 55.00
SANCHEZ	RICHARD	POLICE OFFICER	TWENTIETH DISTRICT	8/10/89 491.50
SANDERS	MARK R	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	9/07/89 756.00
SANTANA	MANUEL	POLICE OFFICER	TWENTIETH DISTRICT	8/03/89 569.87
SARTORI	MICHAEL	POLICE OFFICER	SIXTH DISTRICT	10/28/89 191.40
SCANNELL	JAMES	POLICE OFFICER	SECOND DISTRICT	9/22/89 290.00
SCHIFFLICK	THOMAS	POLICE OFFICER	FIRST DISTRICT	9/01/89 94.80
SCHLIEDER	FUGENE F	POLICE OFFICER	SIXTH DISTRICT	7/07/89 178.00
SCHNABEL	FRED E	POLICE OFFICER	HOME AND AERON SECTION	9/15/89 69.50
SCHNEIDER	GARY	POLICE OFFICER	THIRTY-FIFTH DISTRICT	9/02/89 390.30
SCINELI	WAYNE	POLICE OFFICER	TENTH DISTRICT	1/11/88 125.00

CITY OF CHICAGO

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SCHRECK	WALDEMAR J	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/11/88 1194.88
SCOTT	JAMES W	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/18/89 364.00
SEBECK	JOHN C	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/02/89 375.30
SERAFINI	CYNTHIA A	POLICE OFFICER	NINETEENTH DISTRICT	9/18/89 65.70
SERGEL	BONNIE	POLICE OFFICER	SECOND DISTRICT	4/26/87 40.00
SEUFERT	PETER N	POLICE OFFICER	EIGHTH DISTRICT	9/27/89 103.75
SEUFFER	WILLIAM W	POLICE OFFICER	THIRTEENTH DISTRICT	10/20/89 25.00
SHARP	TYRONE	POLICE OFFICER	SEVENTH DISTRICT	6/01/89 1055.00
SHAW	DARRELL	POLICE OFFICER	FOURTH DISTRICT	8/18/89 1436.00
SHEEHAN	JOHN J	POLICE OFFICER	TENTH DISTRICT	10/21/89 157.00
SHEERAN	SUSAN L	POLICE OFFICER	TENTH DISTRICT	10/29/89 147.50
SHELTON	KATHLEEN	POLICE OFFICER	RECRUIT TRAINING	10/24/89 195.00
SHIELDS	MICHAEL	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/09/89 198.00
SIAS	CHARLES	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	9/26/89 69.75
SICILIANO	MICHAEL J	POLICE OFFICER	MOUNTED UNIT	10/10/89 147.20
SILK	WILLIAM H	POLICE OFFICER	MARINE UNIT	8/21/89 300.00
SILVERMAN	ELDORA	POLICE OFFICER	YOUTH DIVISION AREA TWO	9/06/89 65.00
SIMMONS	THELMA J	POLICE OFFICER	SEVENTH DISTRICT	9/07/89 1188.50
SIMMONS	TRACY L	POLICE OFFICER	SEVENTH DISTRICT	8/11/89 2446.50
SIMPSON	LARRY L	POLICE OFFICER	OHARE LAW ENFORCEMENT	2/12/88 339.00
SIVICEN	DAVID A	POLICE OFFICER	SEVENTH DISTRICT	9/01/89 142.00
SKIBA	JOSEPH	POLICE OFFICER	ELEVENTH DISTRICT	10/28/89 122.50
SKIPPER	MAUREEN L	POLICE OFFICER	NINETEENTH DISTRICT	5/06/89 125.00
SKOREK	FRANK W	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/08/89 316.00
SKWARSKI-ROWAN	BARBARA A	POLICE OFFICER	YOUTH DIVISION AREA FIVE	9/14/89 88.00
SLOWIK	JOSEPH M	POLICE OFFICER	FIRST DISTRICT	10/10/89 718.80
SMITH	DAINA J	POLICE OFFICER	RECRUIT TRAINING	12/23/88 140.00
SMITH	JAMES G	POLICE OFFICER	FIFTH DISTRICT	6/06/89 80.00
SMITH	JOHN A	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	8/24/89 259.50
SMITH	LINDA S	POLICE OFFICER	SEVENTH DISTRICT	9/27/89 347.50
SMITH	WALTER L	POLICE OFFICER	SIXTH DISTRICT	8/28/89 272.65
SNEED	MILTON L	POLICE OFFICER	DETECTIVE DIV AREA 2 ADMINISTR	10/13/89 229.00
SOSTAND	WILLIAM C	POLICE OFFICER	SEVENTH DISTRICT	12/25/87 1835.85
SOTO	ROBERT A	POLICE OFFICER	SEVENTH DISTRICT	5/17/89 3813.00
SOWINSKI	RICHARD	POLICE OFFICER	FIRST DISTRICT	10/26/89 307.80
SPAGNOLA	RICHARD J	POLICE OFFICER	MARINE UNIT	3/29/89 40.00
SPEARS	JUNE	POLICE OFFICER	FIFTEENTH DISTRICT	4/26/89 117.00
SPECK	PETER F	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/29/89 326.00
SPENCER	WADE L	POLICE OFFICER	THIRTEENTH DISTRICT	9/27/89 82.00
SPIEGEL	RICHARD	POLICE OFFICER	RECORDS INQUIRY SECTION	1/07/80 60.00
SPRAGGINS	JABULANI CLAFEN	POLICE OFFICER	SECOND DISTRICT	1/14/83 952.80
SPRAGGINS	RONALD	POLICE OFFICER	SEVENTH DISTRICT	7/26/89 246.55
SPRATTE	JAMES R	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/15/88 20.00
STAMFNICK	JAMES	POLICE OFFICER	INTERSECTION CONTROL UNIT	8/25/89 90.00
STANFIELD	DORRELL L	POLICE OFFICER	ELEVENTH DISTRICT	4/25/89 36.60
STANKOWICZ	RONALD M	POLICE OFFICER	NINETEENTH DISTRICT	9/25/89 1666.00
STAPLETON	JOHN R	POLICE OFFICER	VICE CONTROL SECTION	10/19/89 1223.00
STEVENS	RONALD	POLICE OFFICER	ELEVENTH DISTRICT	10/23/89 290.30
STEVENS	WILLIAM M	POLICE OFFICER	SEVENTEENTH DISTRICT	10/08/89 3562.90

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
STEWART JACKIE	POLICE OFFICER	SIXTH DISTRICT	1/14/83	201.00
STEWART MARIA ELLENA	POLICE OFFICER	SEVENTH DISTRICT	9/21/89	551.00
STIEBEN RONALD	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	5/25/89	83.00
STONE FREDERICK	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	9/26/88	35.00
STONER PATRICIA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/04/89	176.00
STROMEK WALTER F	POLICE OFFICER	TENTH DISTRICT	10/06/83	343.00
STROMEK WALTER F	POLICE OFFICER	MARINE UNIT	9/16/89	989.75
STROTHER RAMSEY	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/10/89	351.00
STRZALKA ROBERT	POLICE OFFICER	EIGHTEENTH DISTRICT	3/06/89	463.46
STRZECHOWSKI LAWRENCE	POLICE OFFICER	YOUTH DIVISION AREA FIVE	2/17/89	25.00
STRZEPEK STEVE	POLICE OFFICER	TWENTIETH DISTRICT	10/22/89	371.00
SUN DEMUS SHANI	POLICE OFFICER	FIRST DISTRICT	10/26/89	205.75
SWAINE DANIEL	POLICE OFFICER	ELEVENTH DISTRICT	10/19/89	97.00
SWEENEY JAMES E	POLICE OFFICER	NINTH DISTRICT	2/04/85	107.00
SWEENEY MICHAEL	POLICE OFFICER	FOURTH DISTRICT	7/08/89	182.50
SWEENEY MICHAEL	POLICE OFFICER	FOURTH DISTRICT	9/03/89	150.00
SWEENEY MICHAEL	POLICE OFFICER	FIRST DISTRICT	6/13/87	40.00
SZYMANSKI GERALD J	POLICE OFFICER	EIGHTH DISTRICT	10/15/89	64.85
TANDYK JOSEPH L	POLICE OFFICER	SEVENTH DISTRICT	9/10/89	785.05
TARAKA JAMES	POLICE OFFICER	SEVENTEENTH DISTRICT	9/10/89	147.00
TAYLOR VAN SCOTT	POLICE OFFICER	FIFTH DISTRICT	2/22/89	349.56
THEISZ JULIE R	POLICE OFFICER	THIRTEENTH DISTRICT	10/14/89	90.00
TUBIN JOHN F	POLICE OFFICER	FIRST DISTRICT	10/05/89	596.00
TOLMEDO JOHN R	POLICE OFFICER	FOURTEENTH DISTRICT	7/26/89	425.00
TOMASIK EDWARD C	POLICE OFFICER	THIRD DISTRICT	8/23/85	30.00
TORRES LOUIS	POLICE OFFICER	FOURTEENTH DISTRICT	9/05/89	102.50
TORRES LOUIS	POLICE OFFICER	FOURTEENTH DISTRICT	10/29/89	146.50
TORRES ROY F	POLICE OFFICER	THIRTEENTH DISTRICT	9/14/89	704.00
TOUHY JOHN	POLICE OFFICER	SIXTH DISTRICT	9/02/89	275.55
TRAFICANTI THOMAS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/10/89	237.50
TRANCHITA ANDREW	POLICE OFFICER	FOURTEENTH DISTRICT	1/16/88	130.00
TRUSZ ROBERT J	POLICE OFFICER	INTELLIGENCE SECTION	9/09/89	915.00
TUFANO RICHARD V	POLICE OFFICER	TWELFTH DISTRICT	2/16/84	355.00
TULLY MARTIN	POLICE OFFICER	SIXTH DISTRICT	8/25/89	175.75
TURANO RACHELLE J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/11/89	2761.77
TYLER CAROLE	POLICE OFFICER	RECRUIT TRAINING	3/03/89	736.00
UDING BRYON S	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/01/89	139.00
VALENCIA ROBERT	POLICE OFFICER	TWELFTH DISTRICT	9/18/89	55.00
VALENTIN JOE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/05/88	17.00
VALLES JESSE S	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/05/89	367.00
VANN EUGENE	POLICE OFFICER	ELEVENTH DISTRICT	10/01/89	246.00
VANVALKENBURG JACK C	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/20/89	877.00
VELASQUEZ PAUL A	POLICE OFFICER	EIGHTH DISTRICT	12/30/88	35.00
VELEZ BENJAMIN	POLICE OFFICER	TRAINING DIVISION	3/13/89	295.00
VERGIL RAFAEL V	POLICE OFFICER	RECRUIT TRAINING	9/29/89	994.50
VILLARREAL JOSEPH	POLICE OFFICER	FOURTEENTH DISTRICT	7/25/89	20.00
VILLARREAL STEPHEN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/13/89	325.50
VLADJOVICH ERIC A	POLICE OFFICER	FOURTH DISTRICT	9/18/89	169.00
VOGT VINCENT J	POLICE OFFICER	SIXTEENTH DISTRICT	7/05/89	332.08

CITY OF CHICAGO

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VOSNOS	ROBERT J	POLICE OFFICER	SEVENTEENTH DISTRICT	3/03/89 41.00
WALCZAK	THEODORE J	POLICE OFFICER	EIGHTH DISTRICT	4/21/89 1480.00
WALKER	GARY J	POLICE OFFICER	FIFTH DISTRICT	9/17/88 2500.00
WALKER	VICTORIA	POLICE OFFICER	SIXTH DISTRICT	9/02/89 425.05
WALLACE	PHILLIP J	POLICE OFFICER	EIGHTH DISTRICT	10/23/89 66.30
WALLACE JR	EDDIE	POLICE OFFICER	ELEVENTH DISTRICT	10/21/89 149.00
WASHINGTON	PHILLIP	POLICE OFFICER	SIXTH DISTRICT	9/29/89 348.50
WATKINS	ANDRE'L	POLICE OFFICER	SECOND DISTRICT	10/07/89 222.00
WATSON	GREGORY	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	12/14/88 28.00
WEGNER	EDWARD T	POLICE OFFICER	TENTH DISTRICT	6/18/89 175.40
WEISS	ELLYN E	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/22/89 137.35
WEST	RICHARD L	POLICE OFFICER	NINETEENTH DISTRICT	9/28/89 51.90
WESTON	ROBERT A	POLICE OFFICER	EIGHTEENTH DISTRICT	7/25/89 47.00
WHITE	KENNETH	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/19/88 40.00
WHITESIDE	MARIA M	POLICE OFFICER	TWELFTH DISTRICT	10/09/89 145.00
WHITESIDE	MARIA M	POLICE OFFICER	TWELFTH DISTRICT	10/27/89 376.00
WHITTENHALL	PAUL	POLICE OFFICER	ELEVENTH DISTRICT	9/22/89 282.00
WIKSTEN	JOHN L	POLICE OFFICER	SIXTH DISTRICT	1/21/86 125.00
WIKTOREK	MARK C	POLICE OFFICER	FOURTEENTH DISTRICT	8/09/89 372.00
WILKOWSKI	EDWARD M	POLICE OFFICER	EIGHTH DISTRICT	5/24/89 525.40
WILLIAMS	NICHOLAS M	POLICE OFFICER	FIFTH DISTRICT	7/14/89 50.00
WILLIAMS	TEDDY	POLICE OFFICER	THIRD DISTRICT	9/08/89 260.70
WILSON	STEVEN F	POLICE OFFICER	THIRD DISTRICT	6/13/89 84.00
WILSON	STEVEN F	POLICE OFFICER	THIRD DISTRICT	10/07/89 718.00
WINSBERG	JERI L	POLICE OFFICER	YOUTH DIVISION AREA FOUR	10/10/89 190.00
WINSTON	ROSE	POLICE OFFICER	SECOND DISTRICT	10/05/89 787.00
WINTERS	NORMAN W	POLICE OFFICER	SIXTEENTH DISTRICT	6/25/89 17.00
WISCH	KENEE F	POLICE OFFICER	FOURTEENTH DISTRICT	2/10/89 1068.00
WOFFORD	EDDIE J	POLICE OFFICER	FIFTH DISTRICT	9/02/89 260.15
WOJCIECHOWSKI	RONALD	POLICE OFFICER	EIGHTEENTH DISTRICT	7/31/89 260.00
WOJCIK	ANTHONY T	POLICE OFFICER	FOURTEENTH DISTRICT	10/12/89 370.19
WOODHOUSE	CHARLES	POLICE OFFICER	THIRD DISTRICT	9/24/89 146.20
WOZNY	ROMAN R	POLICE OFFICER	ENFORCEMENT SECTION	1/09/82 155.00
WREN	ROBERT M	POLICE OFFICER	EIGHTH DISTRICT	10/10/89 261.00
WRIGHT	RONALD P	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/24/89 111.00
YAMICH	EARNEST R	POLICE OFFICER	INTERSECTION CONTROL UNIT	6/12/89 60.00
YANCEY	TRACEY M	POLICE OFFICER	SIXTH DISTRICT	10/23/89 210.30
YOUNG	RICHARD	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/30/89 117.00
ZELAZIK	EDMUND	POLICE OFFICER	NINTH DISTRICT	1/20/89 192.00
ZIOLKOWSKI	RAYMOND	POLICE OFFICER	FIRST DISTRICT	11/27/88 434.00
ZIVAT	MATTHEW	POLICE OFFICER	RECRUIT TRAINING	12/12/88 75.00
ZOLLER	RICHARD J	POLICE OFFICER	DETECTIVE DIV AREA J PROPERTY	3/04/88 899.00
ZONS	ANN M	POLICE OFFICER	TWELFTH DISTRICT	9/22/89 244.00
ZUELKE	LYNDA R	POLICE OFFICER	RECRUIT TRAINING	9/01/89 306.45
ABBOTT-MURRAY	EVA	PARAMEDIC	DISTRICT RELIEF 3	7/05/89 731.13
ALEX	JAMES	PARAMEDIC	AMBULANCE 45	11/19/87 75.00
ALICEA	RAYMOND	FIREFIGHTER	ENGINE COMPANY 124	7/06/88 526.00
ALLEN	LIONEL	FIREFIGHTER	AMBULANCE	10/16/89 194.70
ALLEN	VERDIE	PARAMEDIC	AMBULANCE 37	10/20/89 73.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/90

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALTMAN	MICHAEL	FIREFIGHTER	SQUAD 1	5/29/89 95.75
ANDERSON	RANDALL	PARAMEDIC	AMBULANCE 29	5/17/89 102.87
ANILOWSKI	KENNETH	LIEUTENANT	DISTRICT RELIEF 2	8/21/89 14.00
ATKINS	RICHARD	FIREFIGHTER	ENGINE COMPANY 73	8/06/87 50.00
BAKER	PAT	FIREFIGHTER	ENGINE COMPANY 29	10/29/89 79.00
BAKZ	RICHARD	PARAMEDIC	AMBULANCE 27	3/29/87 437.00
BEDTKE	WATLER	PARAMEDIC	AMBULANCE 33	8/25/89 572.00
BENJAMIN	WILLIAM	FIREFIGHTER	TRUCK 45	8/07/87 48.00
BENNER	TERRY	FIREFIGHTER	TRUCK 36	8/25/89 75.00
BERGMANN	ROBERT	ENGINEER	TRUCK 29	8/08/89 1139.00
BIEHL	RICHARD	PARAMEDIC	ENGINE COMPANY 95	10/17/89 193.00
BINETTI	DONATO	FIREFIGHTER	ENGINE COMPANY 110	11/13/89 282.00
BOMBENGER	THOMAS	LIEUTENANT	ENGINE COMPANY 121	10/27/85 971.41
BONDS	ELMER	FIREFIGHTER	TRUCK 40	3/23/89 77.00
BONGIORNO	LOUIS	FIREFIGHTER	TRUCK 15	11/04/88 172.00
BRANNIGAN	JOHN	FIREFIGHTER	TRUCK 42	8/16/89 276.00
BREAUX	DANIEL	PARAMEDIC	AMBULANCE 7	9/09/89 42.00
BRODERSEN	ERIC	FIREFIGHTER	TRUCK 7	5/07/89 50.00
BUFFA	VITO	LIEUTENANT	DISTRICT RELIEF 1	4/29/89 70.00
BURKE JR	PATRICK	FIREFIGHTER	SQUAD 4	11/07/89 292.90
BURREL	CHARLES	FIREFIGHTER	ENGINE COMPANY 102	9/20/89 193.00
CAMBRIA	FRANK	FIREFIGHTER	SQUAD 2	9/15/89 45.00
CAMPBELL	JOSEPH	FIREFIGHTER	ENGINE COMPANY 43	9/15/89 734.50
CARROLL	WILLIAM	PARAMEDIC	AMBULANCE 33	10/26/89 413.40
CARSON	BRENDA	FIREFIGHTER	TRUCK 19	10/19/89 574.50
CARUSO	JAMES S	PARAMEDIC	AMBULANCE 42	7/14/88 905.00
CASEY	KEVIN	FIREFIGHTER	TRUCK 29	11/03/89 362.00
CASTRO	HUMBERTO	FIREFIGHTER	ENGINE COMPANY 57	10/14/89 138.00
CECICH	MICHAEL	PARAMEDIC	AMBULANCE 8	3/07/88 27.00
CEKO	MICHAEL	PARAMEDIC	UNKNOWN	5/02/89 95.00
CHRISTENSEN	LEONARD	FIREFIGHTER	UNKNOWN	5/22/89 629.00
CHWARZYNSKI	JOHN	FIREFIGHTER	ENGINE COMPANY 76	6/20/88 20.00
CIESIELCZYK	MARTIN	LIEUTENANT	UNKNOWN	7/07/89 331.00
CLARK	MICHAEL	PARAMEDIC	AMBULANCE 35	9/15/89 258.00
CLIFF	JAMES	LIEUTENANT	TRUCK 31	9/25/83 73.00
COCHRAN	DARLENE	PARAMEDIC	UNKNOWN	7/06/89 704.00
COFFEY	NEVIN	FIREFIGHTER	TRUCK 39	10/22/89 382.50
COLEMAN	BOYCE	FIREFIGHTER	SQUAD 5	8/27/88 401.00
COLLINS	JOHN	FIREFIGHTER	SQUAD 1	4/12/86 166.00
COLI INS	TERRENCE	LIEUTENANT	ENGINE COMPANY 103	6/01/81 26.00
COLON	PATRICIA	PARAMEDIC	AMBULANCE 33	11/09/88 35.00
COOK	CARL	FIREFIGHTER	TRUCK 25	2/04/89 45.00
CORDERO	JOSEPH	LIEUTENANT	TRUCK 11	6/13/89 2685.00
CORDERO SR	JOSEPH	CAPTAIN	ENGINE COMPANY 72	2/07/88 128.00
COY	JULIE	PARAMEDIC	AMBULANCE 13	7/12/89 188.50
CRANE	JOHN	FIREFIGHTER	TRUCK 34	9/12/89 295.00
CROSSIN	FRANCIS	FIREFIGHTER	EASTHE COMPANY 92	9/10/89 237.81
CULLAR	RAYMOND	FIREFIGHTER	TRUCK 10	9/28/89 441.50
DAHL	DANIEL	FIREFIGHTER	ENGINE COMPANY 88	8/03/89 349.80

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
DALTON	THOMAS	FIREFIGHTER	SQUAD 6	9/13/79 35.00
DEHLER	ROBERT	FIREFIGHTER	ENGINE COMPANY 7	1/10/88 60.00
DENEEN	DANIEL	FIREFIGHTER	TRUCK 47	9/25/88 480.00
DIMAGGIO	DAVID	FIREFIGHTER	ENGINE COMPANY 44	5/21/89 2019.00
DINNEEN	THOMAS	FIREFIGHTER	SQUAD 1	2/11/89 1559.00
DIVER	RICHARD	LIEUTENANT	ENGINE COMPANY 95	11/18/89 280.85
DIXON	LONNIE	FIREFIGHTER	TRUCK 20	6/09/89 30.00
DOMCET	IRVING	FIREFIGHTER	ENGINE COMPANY 57	7/13/89 24.40
DOMING	JAMES	LIEUTENANT	ENGINE COMPANY 109	1/18/88 45.00
DOYLE	WILLIAM	ENGINEER	ENGINE COMPANY 129	10/30/89 429.50
DUFFY	WILLIAM	FIREFIGHTER	ENGINE COMPANY 43	10/19/89 75.75
DWYER	JEREMIAH	FIREFIGHTER	ENGINE COMPANY 30	10/08/89 232.00
DWYER	JOHN	FIREFIGHTER	TRUCK 33	9/08/89 40.00
EARL	PHYLISS	FIREFIGHTER	TRUCK 10	7/14/88 1031.00
ELLIS	DANIEL	PARAMEDIC	DISTRICT RELIEF 5	8/08/89 138.00
ENGLEHARDT	DONALD	ENGINEER	ENGINE COMPANY 45	11/16/89 4852.20
ENHENDER	PAUL	LIEUTENANT	ENGINE COMPANY 70	5/04/89 85.50
FARYAN	JOHN	CAPTAIN	BATTALION 22	4/21/88 30.00
FENNER	LAWRENCE	FIREFIGHTER	ENGINE COMPANY 93	10/13/89 134.00
FERGUSON	MARTIN	FIREFIGHTER	ENGINE COMPANY 100	3/04/89 400.00
FISHER	FRANK	PARAMEDIC	AMBULANCE 31	5/10/89 1255.93
FLYNN	JAMES	CAPTAIN	FIRE SUPPRESSION HEADQUARTERS	2/07/89 306.00
FOCH	CRAIG	FIREFIGHTER	ENGINE COMPANY 30	11/12/89 125.00
FORD	LESLIE	FIREFIGHTER	TRUCK 19	1/12/89 116.00
FRIUSS	JODI	PARAMEDIC	AMBULANCE 14	1/28/89 1329.50
FRIEMAN	JON	PARAMEDIC	DISTRICT RELIEF 2	5/04/88 314.00
FRIESON	LEIA	FIREFIGHTER	ENGINE COMPANY 106	11/13/89 144.00
GALLAGHER	ANNE	PARAMEDIC	DISTRICT RELIEF 1	9/09/89 382.75
GALLAGHER	EDWARD	FIREFIGHTER	ENGINE COMPANY 50	10/26/88 482.90
GALLAGHER	HUGH	LIEUTENANT	SQUAD 3	4/11/89 409.50
GALLET	JULIE	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	1/13/89 342.00
GANT	PIERRE	PARAMEDIC	AMBULANCE 4	9/18/89 65.00
GASKA	JOSEPH	FIREFIGHTER	ENGINE COMPANY 50	1/31/89 95770.79
GIBBONS	EDWIN	LIEUTENANT	TRUCK 51	10/01/89 3152.00
GIBSON	DOMINIC	FIREFIGHTER	TRUCK 58	12/11/88 75.00
GILMORE	GARY	FIREFIGHTER	ENGINE COMPANY 50	8/18/89 181.00
GODSTED	WAYNE	FIREFIGHTER	ENGINE COMPANY 80	4/03/89 1265.00
GOMEZ	CHRISTOPHER	FIREFIGHTER	TRUCK 33	12/31/88 315.00
GORNY	RICHARD J	FIREFIGHTER	TRUCK 25	1/15/84 466.80
GREWE	PAUL	PARAMEDIC	AMBULANCE 17	9/11/89 1448.90
GUSS	EDWARD	PARAMEDIC	AMBULANCE 7	3/31/89 1271.50
HALL	JOHN	FIREFIGHTER	ENGINE COMPANY 107	4/03/89 140.90
HAMBURG	GERALD	FIREFIGHTER	ENGINE COMPANY 110	10/18/89 111.00
HAMILTON	EDWARD	PARAMEDIC	DISTRICT RELIEF 5	10/25/87 20.00
HANAS	MICHAEL	FIREFIGHTER	TRUCK 40	1/15/86 44.50
HARRIS	GENNIS	FIREFIGHTER	TRUCK 15	1/31/89 62780.91
HARTSELL	GEORGE	CAPTAIN	DISTRICT RELIEF 1	3/21/85 20.00
HAUSER	ROY	FIREFIGHTER	TRUCK 31	5/04/84 314.25
HAYES	GERALD	FIREFIGHTER	ENGINE COMPANY 54	2/01/89 397.80

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/90

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HEENAN WILLIAM	FIREFIGHTER	ENGINE COMPANY 57	10/14/89	45.00
HELMOLD KEVIN	PARAMEDIC	DISTRICT RELIEF 5	2/18/89	30.00
HELMOLD KEVIN	PARAMEDIC	DISTRICT RELIEF 5	10/06/88	51.00
HELMOLD KEVIN	PARAMEDIC	UNKNOWN	9/01/89	422.18
HERBERG RUSSELL	PARAMEDIC	DISTRICT RELIEF 3	2/24/89	124.00
HERMAN JOHN	LIEUTENANT	ENGINE COMPANY 49	6/06/89	2593.00
HOLTZ JAMES	FIREFIGHTER	ENGINE COMPANY 115	7/31/89	28.00
HOOKER MICHAEL	LIEUTENANT	DISTRICT RELIEF 6	7/13/88	1654.00
HORKAVY JOSEPH	LIEUTENANT	ENGINE COMPANY 113	10/10/89	1087.00
HOWES FREDERICK	ENGINEER	ENGINE COMPANY 116	1/06/80	54.90
HUNTINGTON STEVE	FIREFIGHTER	ENGINE COMPANY 54	9/28/89	160.00
IRLWEG ROLAND	FIREFIGHTER	TRUCK 21	7/16/89	360.00
ISA FAKHRI	FIREFIGHTER	ENGINE COMPANY 91	6/04/88	78.00
JANISCH WILLIAM	FIREFIGHTER	SQUAD 4	10/16/89	747.00
JEFFERIES ROBERT	PARAMEDIC	AMBULANCE 4	5/28/89	25.00
JEFFERIES ROBERT	PARAMEDIC	AMBULANCE 4	9/22/89	294.00
JOHNSON CHARLES E	LIEUTENANT	DISTRICT RELIEF 6	7/22/89	100.00
JOHNSON ROBERT	PARAMEDIC	AMBULANCE 42	7/21/88	267.50
JOYCE JAMES T	CAPTAIN	ENGINE COMPANY 67	1/11/89	13398.55
JOYCE JOHN	FIREFIGHTER	ENGINE COMPANY 70	9/20/89	1077.87
JUREK RICHARD	PARAMEDIC	AMBULANCE 32	4/07/88	139.00
KAMMIER BRUCE B	PARAMEDIC	UNKNOWN	5/02/89	95.00
KANIA RONALD	PARAMEDIC	UNKNOWN	9/13/89	788.50
KAWA MICHAEL	PARAMEDIC	AMBULANCE 23	12/17/87	54.00
KELLER JOHN	FIREFIGHTER	TRUCK 12	3/03/88	25.25
KELLY JOHN	CAPTAIN	ENGINE COMPANY 91	12/05/88	82.50
KENNEDY THOMAS	FIREFIGHTER	SQUAD 1	5/29/89	170.50
KOCH THOMAS G	PARAMEDIC	AMBULANCE 33	8/13/88	56.00
KOCH THOMAS G	PARAMEDIC	AMBULANCE 33	9/02/89	546.10
KOLP MARK	PARAMEDIC	AMBULANCE 36	5/05/89	58.00
KOSTER CHRISTOPHER K	PARAMEDIC	UNKNOWN	4/07/89	65.00
KOVACS RONALD	FIREFIGHTER	TRUCK 62	11/06/87	25.00
KOWNACKI JOHN W	FIREFIGHTER	ENGINE COMPANY 71	7/19/89	50.00
KRAJECKI THOMAS J	PARAMEDIC	AMBULANCE 14	11/15/84	25.00
KUC EUGENE	FIREFIGHTER	SQUAD 2	11/10/89	60.00
KUEHL ROBERT	FIREFIGHTER	SQUAD 1	10/19/89	195.00
KUHNLY CRAIG	PARAMEDIC	DISTRICT RELIEF 1	10/20/89	539.40
KUNNYD JAMES	FIREFIGHTER	ENGINE COMPANY 45	1/31/89	7351.15
KULINSKI CASEY	PARAMEDIC	AMBULANCE 43	10/27/89	138.75
KUMIEGA-MARSHALL COLLETTE	PARAMEDIC	DISTRICT RELIEF 2	3/09/89	19.50
KUNGIS JOHN	CAPTAIN	TRUCK 37	12/05/87	200.00
LAMANNA PETER	FIREFIGHTER	SQUAD 5	10/15/89	227.23
LAMB DAVID	FIREFIGHTER	TRUCK 24	9/07/89	175.00
LAUSEN TERRANCE T	FIREFIGHTER	TRUCK 32	10/27/89	128.00
LAWRENCE ANN	FIREFIGHTER	UNKNOWN	12/28/87	3147.50
LESTINSKY JOSEPH	FIREFIGHTER	ENGINE COMPANY 74	10/22/84	24.00
LOFTUS THOMAS	FIREFIGHTER	ENGINE COMPANY 11	4/26/89	798.00
LOGAN WILLIAM	PARAMEDIC	AMBULANCE 23	10/16/89	164.00
LYNCH WALTER	LIEUTENANT	ENGINE COMPANY 43	9/15/89	90.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LYONS CHRISTOPHER L	FIREFIGHTER	UNKNOWN	5/22/89	376.00
MACKOWIAK WILLIAM	FIREFIGHTER	ENGINE COMPANY 88	1/31/89	561.00
MAGLIANO THOMAS	LIEUTENANT	ENGINE COMPANY 23	9/24/89	215.00
MAHER THOMAS	FIREFIGHTER	ENGINE COMPANY 63	8/14/89	84.00
MAJEWSKI THOMAS	FIREFIGHTER	TRUCK 60	3/06/89	433.80
MALONE EDWIN	ENGINEER	ENGINE COMPANY 5	11/04/87	714.50
MANION JOHN	FIREFIGHTER	ENGINE COMPANY 92	7/04/89	278.00
MARCIANO STEVEN	FIREFIGHTER	TRUCK 26	2/19/89	17927.93
MARTINEZ ALEX	FIREFIGHTER	TRUCK 44	6/01/89	565.00
MARTINEZ RICHARD	FIREFIGHTER	ENGINE COMPANY 23	2/11/89	84.00
MARTORANO ANTHONY	FIREFIGHTER	ENGINE COMPANY 55	11/21/87	4161.24
MATRASKO KENNETH	FIREFIGHTER	ENGINE COMPANY 43	10/19/89	278.10
MAY GERALD	PARAMEDIC	AMBULANCE 17	10/10/89	45.00
MCARTLE JAMES	FIREFIGHTER	SQUAD 1	5/29/89	204.00
MCCLINTON DARRYL	FIREFIGHTER	ENGINE COMPANY 82	8/13/89	149.00
MCCLINTON DARRYL	FIREFIGHTER	ENGINE COMPANY 82	10/24/89	314.00
MCCORKLE ROBERT	FIREFIGHTER	TRUCK 61	8/11/89	149.00
MCDERMOTT JAMES	LIEUTENANT	DISTRICT RELIEF 5	5/14/87	741.00
MCGINTY DONALD J	LIEUTENANT	FIRE PREVENTION	11/06/89	218.75
MCGREAL MICHAEL	LIEUTENANT	DISTRICT RELIEF 5	6/13/89	985.00
MCGUINNESS PATRICK J	PARAMEDIC	AMBULANCE 21	7/31/89	98.00
MCKAY ROBERT C	CAPTAIN	UNKNOWN	6/16/87	70.00
MCKEON JAMES	FIREFIGHTER	ENGINE COMPANY 88	9/11/89	86.48
MCKINNIS MICHAEL	PARAMEDIC	UNKNOWN	4/22/89	18.00
MCLARY JOSEPH	PARAMEDIC	AMBULANCE 11	7/24/87	27.75
MCHANUS WILLIAM	LIEUTENANT	OFFICE OF THE FIRE COMMISSONE	1/28/86	85.00
MCNAMARA THOMAS	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71	4673.55
MCNAMARA WILLIAM	LIEUTENANT	SQUAD 3	2/19/88	105.00
MCSWEENEY JAMES	PARAMEDIC	AMBULANCE 38	4/20/87	304.00
MCSWEENEY JAMES	PARAMEDIC	AMBULANCE 38	7/20/88	633.00
MEE JOHN	LIEUTENANT	UNKNOWN	11/08/88	1060.00
MITCHELL BARRY	FIREFIGHTER	ENGINE COMPANY 1/42	7/08/88	60.00
MORGAN FRED	CAPTAIN	ENGINE COMPANY 72	9/12/89	73.00
MORGAN ROSCOE	FIREFIGHTER	TRUCK 34	10/26/89	313.75
MUGNAI JAMES	FIREFIGHTER	BATTALION 11	3/24/89	375.00
MULLEN JOSEPH	FIREFIGHTER	TRUCK 23	9/18/89	457.60
MULLENHOFF ALFRED	PARAMEDIC	AMBULANCE 27	9/17/89	235.00
MULROE THOMAS	PARAMEDIC	DISTRICT RELIEF 2	10/16/89	240.45
MURRY GLENN	PARAMEDIC	DISTRICT RELIEF 6	8/03/89	22.00
NASADOWSKI KENNETH	FIREFIGHTER	UNKNOWN	10/16/89	332.00
NEIDENBACH STEVE	FIREFIGHTER	SQUAD 2	11/13/89	274.35
NELMS CHARLES	PARAMEDIC	ENGINE COMPANY 95	3/07/89	13.00
NELMS CHARLES	PARAMEDIC	ENGINE COMPANY 67	8/01/89	105.90
NIETUPSKI GERALD	PARAMEDIC	AMBULANCE 25	9/18/87	426.80
NITAHARA CHERYL	PARAMEDIC	DISTRICT RELIEF 2	6/23/89	826.00
NOY LESLIE	CAPTAIN	DISTRICT RELIEF 2	10/27/89	287.00
NUTTER HARRY	PARAMEDIC	UNKNOWN	12/12/88	570.00
OBOYLE WILLIAM	CAPTAIN	SQUAD 1	1/02/84	963.00
OCONEILL DANIEL	ENGINEER	ENERGY PREPAREDNESS DISASTE	5/16/89	50.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL	
OCONEILL	JAMES	PARAMEDIC	AMBULANCE 17	7/20/89	294.00
OCONEILL	WILLIAM	LIEUTENANT	TRUCK 29	2/07/86	37.00
OCONEILL	JAMES	CAPTAIN	ENGINE COMPANY 71	10/09/87	128.75
ODONNELL	PAUL	PARAMEDIC	DISTRICT RELIEF 2	7/27/89	244.25
OLEARY	TIMOTHY	PARAMEDIC	ENGINE COMPANY 95	9/28/89	81.90
OLSEN	DONALD	PARAMEDIC	AMBULANCE 20	7/19/87	92.00
ORR	BURNES	FIREFIGHTER	ENGINE COMPANY 82	3/22/88	195.15
OWCAKZ	EUGENE	FIREFIGHTER	ENGINE COMPANY 77	9/20/79	18.00
PAGE	SHANNON	FIREFIGHTER	TRUCK 40	8/30/89	111.25
PALENIK	JOSEPH	FIREFIGHTER	ENGINE COMPANY 94	9/28/89	107.00
PAOLINI	KATHLEEN	PARAMEDIC	DISTRICT RELIEF 1	8/07/89	65.00
PARKER	BRUCE	PARAMEDIC	AMBULANCE 23	6/02/89	918.00
PARKER	BRUCE	PARAMEDIC	AMBULANCE 23	9/24/89	239.30
PARKER	CLARENCE	FIREFIGHTER	TRUCK 20	8/27/89	107.00
PARLICH	STEVEN	ENGINEER	ENGINE COMPANY 127	9/25/89	330.25
PERETZ	JEFFERY H	FIREFIGHTER	TRUCK 22	10/25/89	1032.00
PEREZ	ROGER	PARAMEDIC	AMBULANCE 11	10/06/89	84.05
PETERSON	RAYMOND	PARAMEDIC	AMBULANCE 46	9/14/89	1121.00
PETRASEK	EDWARD J	CAPTAIN	ENGINE COMPANY 47	6/02/86	120.00
PLUMMER	ANTHONY C	FIREFIGHTER	ENGINE COMPANY 126	10/19/89	234.40
PLUTA	JOHN	PARAMEDIC	AMBULANCE 34	6/11/86	9.00
PURL	JAMES	FIREFIGHTER	SQUAD 1	3/01/89	254.60
RADKA	GEORGE	PARAMEDIC	AMBULANCE 42	11/17/89	69.75
RESTIVO	FRANK	FIREFIGHTER	ENGINE COMPANY 55	6/12/85	50.00
ROBINSON	WARREN	FIREFIGHTER	SQUAD 1	7/30/89	4887.25
RODRIGUEZ	EFRAIN	FIREFIGHTER	ENGINE COMPANY 44	11/02/89	244.00
ROGERS	WILLIAM	FIREFIGHTER	ENGINE COMPANY 49	12/08/88	3338.80
ROONEY	WILLIAM	CAPTAIN	TRUCK 33	11/12/88	35.00
ROSA	JOHN	PARAMEDIC	DISTRICT RELIEF 1	6/30/88	49.00
ROSZKOWSKI	PAUL J	PARAMEDIC	AMBULANCE 36	7/23/89	53.00
ROTZA	CHERYL	PARAMEDIC	AMBULANCE 31	8/27/89	7347.71
ROTZA	CHERYL	PARAMEDIC	AMBULANCE 31	6/22/89	282.50
ROY	CHARLES	FIREFIGHTER	ENGINE COMPANY 7	10/07/89	89.50
SAMPEY	TIMOTHY	FIREFIGHTER	TRUCK 36	9/15/89	90.00
SAMPEY	TIMOTHY	FIREFIGHTER	TRUCK 36	10/19/89	1360.43
SANFILIPPO	PHILIP	FIREFIGHTER	TRUCK 54	11/06/88	103.00
SCHAEUNEMAN	JOHN	PARAMEDIC	AMBULANCE 35	5/18/86	285.00
SCHLIOR	EVELYN	PARAMEDIC	AMBULANCE 32	8/03/89	835.00
SCHLECHT	RUDOLPH	LIEUTENANT	TRUCK 21	9/18/89	95.00
SCHMIDT	PATRICIA	PARAMEDIC	UNKNOWN	8/07/89	337.00
SCHRINER	MARILYN	FIREFIGHTER	ENGINE COMPANY 7	8/26/89	89.00
SCHULZ	STEVEN	PARAMEDIC	AMBULANCE 45	4/05/88	240.00
SCHWARZ	MARY	FIREFIGHTER	AMBULANCE 7	5/05/85	954.00
SENDERAK	THOMAS	FIREFIGHTER	TRUCK 36	3/24/88	215.50
SHANAHAN	JOHN	PARAMEDIC	DISTRICT RELIEF 5	8/27/89	3198.50
SHANNON	CATHERINE	PARAMEDIC	DISTRICT RELIEF 3	10/28/89	166.25
SHEEHAN	DANIEL T	LIEUTENANT	TRUCK 51	9/30/89	302.00
SHELBY	KURT	FIREFIGHTER	TRUCK 21	9/15/89	1082.00
SHEPPARD	TERRANCE	PARAMEDIC	UNKNOWN	8/05/89	74.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/90

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SINOFOLI	ENZO	PARAMEDIC	UNKNOWN	6/30/89 103.68
SINOFOLI	ENZO	PARAMEDIC	DISTRICT RELIEF 3	9/11/89 131.50
SMITH	RICHARD	PARAMEDIC	AMBULANCE 45	1/30/89 562.25
STALA	ROBERT	FIREFIGHTER	ENGINE COMPANY 14	9/01/89 24.40
STEINER	WILLIAM	PARAMEDIC	AMBULANCE 20	7/26/88 535.00
STEINER	WILLIAM	PARAMEDIC	AMBULANCE 20	2/11/89 20.00
STEINER	WILLIAM	PARAMEDIC	AMBULANCE 20	5/18/89 429.00
STEWART	JESSE F	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85 27434.32
STINNETT	GREGORY	PARAMEDIC	AMBULANCE 14	12/27/87 1624.55
STINNETT	GREGORY	PARAMEDIC	AMBULANCE 14	12/06/87 175.50
STRICKLAND	ELIJAH	PARAMEDIC	UNKNOWN	12/16/87 239.40
STROUD	REGINALD	FIREFIGHTER	TRUCK 42	10/24/89 301.00
STRUTZ	RUSSELL	PARAMEDIC	AMBULANCE 7	7/16/89 7337.00
SULLIVAN	DENNIS	ENGINEER	ENGINE COMPANY 47	9/17/88 29.00
SULLIVAN	JOHN F	FIREFIGHTER	ENGINE COMPANY 110	8/04/89 27.00
SWEENEY	PATRICK	FIREFIGHTER	SQUAD 4	10/16/89 104.00
SWEENEY	THOMAS	FIREFIGHTER	SQUAD 2	9/20/89 320.10
TANARE	MARK	PARAMEDIC	AMBULANCE 44	3/22/89 25.00
TANNEHILL	CHARLES	CAPTAIN	TRUCK 14	3/23/89 419.00
TAVITAS	JOSEPH	PARAMEDIC	AMBULANCE 22	8/10/89 60.00
TAVITAS	JOSEPH	PARAMEDIC	AMBULANCE 22	2/25/89 115.00
TEBBENS	GEORGE	CAPTAIN	TRUCK 52	1/05/87 590.00
THAMES	KATHI	PARAMEDIC	DISTRICT RELIEF 5	10/02/89 175.90
THELEN	DONALD A	FIREFIGHTER	TRUCK 51	10/22/89 2445.55
THOMAS	MILTON	FIREFIGHTER	TRUCK 19	5/23/89 143.50
THOMPSON	WESLEY	FIREFIGHTER	TRUCK 24	10/14/89 235.00
TITO	JOSEPH	FIREFIGHTER	ENGINE COMPANY 38	11/06/89 370.50
TOOMEY	EDWARD	FIREFIGHTER	TRUCK 15	4/30/89 58.00
TORRES	GONZALO	FIREFIGHTER	TRUCK 1	9/25/89 217.25
TOTTE	TERENCE	FIREFIGHTER	TRUCK 44	4/21/88 40.00
TOURE	KUBLAI	FIREFIGHTER	ENGINE COMPANY 19	9/23/89 465.00
TURNER	LYNDA O	FIREFIGHTER	ENGINE COMPANY 107	5/31/89 14.00
URBANSKI	LEONARD	FIREFIGHTER	SQUAD 2	9/21/89 195.19
VAN ADEZ	LOUIS A	FIREFIGHTER	ENGINE COMPANY 57	10/1/89 10.00
VANAUKEN	BRUCE	PARAMEDIC	AMBULANCE 45	4/14/89 10.00
VANAUKEN	BRUCE	PARAMEDIC	AMBULANCE 39	8/04/89 654.00
VANDER	ROBERT	PARAMEDIC	UNKNOWN	7/27/88 219.10
VEGA	RICARDO	FIREFIGHTER	TRUCK 21	9/17/89 270.00
WADE	DENISE	PARAMEDIC	AMBULANCE 43	12/23/87 50.00
WALTER	KURT	PARAMEDIC	DISTRICT RELIEF 1	8/18/89 28.50
WARD	MARK	LIEUTENANT	SQUAD 4	7/23/89 2081.10
WEJR	ROBERT	ENGINEER	ENGINE COMPANY 30	2/11/89 84.00
WELCH	DAVID	CAPTAIN	ENGINE COMPANY 122	8/06/87 935.55
WELSH	WILLIAM	PARAMEDIC	AMBULANCE 29	6/02/86 100.00
WENDT	MARK	FIREFIGHTER	ENGINE COMPANY 16	7/23/88 144.00
WITTE	THOMAS	PARAMEDIC	UNKNOWN	4/01/89 170.80
WILLIAMS	ANTHONY	FIREFIGHTER	ENGINE COMPANY 22	8/12/89 365.00
WILLIAMS	DAVID A	PARAMEDIC	AMBULANCE 31	8/24/88 40.00
WILLIAMS	JAMES	FIREFIGHTER	ENGINE COMPANY 20	11/27/87 61.05

2/7/90

REPORTS OF COMMITTEES

11067

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/90

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WINBUSH	THADDEUS	FIREFIGHTER	ENGINE COMPANY 72	12/29/85 90.00
WINDT	WILLIAM	FIREFIGHTER	TRUCK 33	8/26/88 554.00
WIRTH	RONALD	LIEUTENANT	ENGINE COMPANY 122	6/23/89 89.75
WOJCIK	ROBERT	CAPTAIN	BATTALION 20	9/11/89 1900.45
YARBRO	LEONARD	FIREFIGHTER	TRUCK 34	5/14/88 30.00
ZAFER	RICHARD L	FIREFIGHTER	SQUAD 1	5/30/89 55.50
ZIEN	JOEL	PARAMEDIC	AMBULANCE 20	8/20/87 1895.00
ZUREK	EDWARD	FIREFIGHTER	TRUCK 41	1/18/82 818.02

(Continued from page 11046)

provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party orders printed on pages 11069
through 11072 of this Journal.]

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

The Committee on Finance submitted a report recommending that the City Council place on file an application for a City of Chicago charitable solicitation (tag day) permit to the Lions of Illinois Foundation, for the period of October 11 through October 13, 1990 -- citywide.

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

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/90

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ADAMS ALLAN D.	POLICE OFFICER	SEVENTEENTH DISTRICT	9/04/87	60.00
ALSTON WILLIAM	POLICE OFFICER	FOURTH DISTRICT	10/25/89	602.00
AMBRIZ LORRAINE	POLICE OFFICER	ELEVENTH DISTRICT	9/11/89	398.80
AMROSE KATHERINE	POLICE OFFICER	THIRD DISTRICT	11/19/88	100.00
ANDERSON ALBERT M	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/25/86	3382.96
ANDERSON ROBERT M	POLICE OFFICER	FIRST DISTRICT	4/11/89	70.00
ANGONE-FLEMING THERESA	POLICE OFFICER	FIRST DISTRICT	6/05/89	512.40
ARCHOLD VALERIE R	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/28/86	300.00
ATILAND JESSE	POLICE OFFICER	TENTH DISTRICT	9/05/89	440.50
AVILA JOSEPH C	POLICE OFFICER	SEVENTH DISTRICT	8/29/89	1743.45
AZTLAN RICHARD M	POLICE OFFICER	FIFTEENTH DISTRICT	12/11/88	560.45
BELL KENNETH	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/09/89	614.50
BERNERO EDWARD A	POLICE OFFICER	TWENTIETH DISTRICT	9/06/89	280.60
BLAND JAMES S	POLICE OFFICER	EIGHTH DISTRICT	1/04/89	54.00
BOEHMER ALLEN J	POLICE OFFICER	THIRTEENTH DISTRICT	7/25/89	90.00
BOEYKENS MICHAEL N	POLICE OFFICER	TWENTYETH DISTRICT	8/30/89	720.57
BOLGER THOMAS	POLICE OFFICER	SEVENTEENTH DISTRICT	5/01/87	50.00
BORATTO JOHN F	POLICE OFFICER	TWELFTH DISTRICT	8/07/89	934.00
BRADY-HEIDT SANDRA E	POLICE OFFICER	SIXTH DISTRICT	9/11/88	1286.00
BROWN TONY	POLICE OFFICER	SECOND DISTRICT	8/16/89	84.00
BUBACZ STEPHEN	POLICE OFFICER	TWELFTH DISTRICT	8/07/89	1383.00
BURNS CHARLES E	POLICE OFFICER	INTERSECTION CONTROL UNIT	4/14/89	1574.50
BYRNE JAMES T	POLICE OFFICER	EIGHTEENTH DISTRICT	3/04/89	22.00
BYRNE JAMES T	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/08/89	717.00
CAGE HOSEA	POLICE OFFICER	TENTH DISTRICT	2/02/86	8714.00
CALABRESE WILLIAM	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	7/31/89	180.00
CAMMLARIE PETER	POLICE OFFICER	YOUTH DIVISION AREA THREE	3/28/89	228.75
CANTERBURY DENNIS	POLICE OFFICER	FIRST DISTRICT	9/14/89	1149.50
CASTANELIA MARIA	POLICE OFFICER	NINETEENTH DISTRICT	6/12/89	150.00
CEPEDA JERRY	POLICE OFFICER	TENTH DISTRICT	9/10/89	1154.00
COLLINS BRENDA T	POLICE OFFICER	INTELLIGENCE SECTION	7/03/89	81.00
COLLINS CAROLE K	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/18/89	771.02
COLLINS MICHAEL P	POLICE OFFICER	FOURTH DISTRICT	6/21/89	217.50
COX JOSEPH J	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/04/89	247.50
COYNE JOHN C	POLICE OFFICER	TENTH DISTRICT	5/29/81	55.00
CROWLEY JAMES	POLICE OFFICER	SECOND DISTRICT	9/04/87	24208.71
DAVIS JERRY J	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/14/89	2699.00
DAWSON JON W	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	9/01/89	595.00
DAWSON JUANITA	POLICE OFFICER	SIXTH DISTRICT	7/17/89	2156.00
DENK EDWARD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/24/89	148.00
DEVOGLEAR DAVID	POLICE OFFICER	TWENTIETH DISTRICT	12/05/79	3841.16
DIXON LINDA J	POLICE OFFICER	NINTH DISTRICT	4/12/89	16.00
DUNES LIONEL	POLICE OFFICER	EIGHTEENTH DISTRICT	7/26/89	1974.80
DOWNES THOMAS	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/09/89	123.00
DUGAN JOHN J	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	8/30/89	205.00
DURAN MOSES	POLICE OFFICER	NINETEENTH DISTRICT	6/29/89	914.50
ELLERSON BRENDA F	POLICE OFFICER	SEVENTH DISTRICT	8/21/89	2152.00
ELLMAN ROBERT	POLICE OFFICER	FOURTH DISTRICT	7/20/89	308.00
FARRELL DONALD	POLICE OFFICER	EIGHTEENTH DISTRICT	4/14/89	34.25

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/90

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FICKE	THOMAS R.	POLICE OFFICER	SPECIAL FUNCTIONS GROUP	6/24/89 210.25
FITZGERALD	DENNIS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/26/89 50.00
FLEMING	CHERYL J	POLICE OFFICER	SIXTH DISTRICT	7/11/89 323.00
FLORES	JOSEPH A	POLICE OFFICER	ENFORCEMENT SECTION	8/08/89 1060.00
FOLEY	JOHN T	POLICE OFFICER	SEVENTH DISTRICT	7/20/89 847.90
GOODSON	LARRY C	POLICE OFFICER	NINETEENTH DISTRICT	7/10/89 104.00
GORMAN	JOSEPH F	POLICE OFFICER	TENTH DISTRICT	3/23/89 51.00
GREGOIRE	JOCELYN M	POLICE OFFICER	THIRD DISTRICT	10/22/88 280.30
GUOZDENOVICH	ANTHONY	POLICE OFFICER	EIGHTEENTH DISTRICT	7/26/89 730.39
HAGARTY	BRENDAN J	POLICE OFFICER	TWENTIETH DISTRICT	7/11/89 557.09
HANNIGAN	KEVIN	POLICE OFFICER	RECRUIT TRAINING	8/12/89 145.00
HARVEY	GARRICK D	POLICE OFFICER	THIRD DISTRICT	8/06/89 776.50
HECK	ELIZABETH L	POLICE OFFICER	FOURTEENTH DISTRICT	7/03/89 1630.00
HOCKINS	ROBERT C	POLICE OFFICER	SEVENTEENTH DISTRICT	3/12/89 600.00
HOLMES	RICHARD	POLICE OFFICER	SEVENTEENTH DISTRICT	9/01/89 1991.02
HOLZINGER	ROBERT	POLICE OFFICER	EIGHTEENTH DISTRICT	2/16/89 1747.00
HYLAND	RICHARD J	POLICE OFFICER	SIXTEENTH DISTRICT	9/16/89 286.50
IBYARTO	MICHAEL	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/05/88 220.00
IRWIN	SONIA	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/08/89 3983.58
IVERY	LEONARDO	POLICE OFFICER	FOURTEENTH DISTRICT	7/23/89 709.00
JONES	EDDIE	POLICE OFFICER	ELEVENTH DISTRICT	9/06/89 1284.00
JONES	LEWIS	POLICE OFFICER	THIRD DISTRICT	2/17/88 70.00
JOYNER	RUTH	POLICE OFFICER	YOUTH DIVISION AREA ONE	7/22/88 75.00
KALETA	EDWARD S	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/02/89 70.00
KLASEN	RICHARD M	POLICE OFFICER	YOUTH DIVISION AREA FIVE	5/18/89 783.90
KLEIN	MYLES	POLICE OFFICER	EIGHTEENTH DISTRICT	6/15/88 1057.00
KNUTSON	NORMAN C	POLICE OFFICER	FIRST DISTRICT	7/23/89 70.00
KOHN	DAVID M	POLICE OFFICER	THIRD DISTRICT	5/29/77 750.00
KOLOVITZ	RICHARD	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/03/87 110.00
KRUFA	FRANK	POLICE OFFICER	NINTH DISTRICT	7/17/89 1034.00
LAHORI	MYRA	POLICE OFFICER	FIRST DISTRICT	4/11/89 567.50
LAMEKA JR	FRANK P	POLICE OFFICER	INTELLIGENCE SECTION	9/06/09 180.00
LARSON	DENNIS W	POLICE OFFICER	THIRTEENTH DISTRICT	9/19/86 357.00
LIGHTFORD	MANIE F	POLICE OFFICER	NINETEENTH DISTRICT	3/23/88 400.19
LOIACONO	RICHARD E	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/09/89 201.00
LUPI	JAMES V	POLICE OFFICER	DETACHED SERVICES--MISCELLANEOU	3/28/89 40.00
MARCHFIELD	BRUCE J	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	8/22/89 535.00
MARSHALL	SYLVESTER	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/26/89 282.40
MATHIS	DOLORES	POLICE OFFICER	FIFTH DISTRICT	9/10/89 159.00
MATTHEWS	ROMAN J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/23/89 230.50
MCCAFFEY	ALBERT	POLICE OFFICER	SIXTEENTH DISTRICT	4/20/86 90.00
MCCANN	EDDIE	POLICE OFFICER	SIXTH DISTRICT	10/07/89 210.00
MCGRANE	GRANT	POLICE OFFICER	ELEVENTH DISTRICT	7/26/89 251.70
MCNICHOLS	HENRY P	POLICE OFFICER	FIRST DISTRICT	9/06/89 104.75
MESA	PATRICIA	POLICE OFFICER	TENTH DISTRICT	8/21/89 495.00
MICHALAK	JOHN J	POLICE OFFICER	ELEVENTH DISTRICT	9/13/89 183.00
MOORE	VIVECA	POLICE OFFICER	FIRST DISTRICT	3/25/88 648.00
MOSQUEDA	ANGILO	POLICE OFFICER	TWENTIETH DISTRICT	11/10/87 62.00
MOSS	WILLIAM P	POLICE OFFICER	SIXTH DISTRICT	10/02/89 455.50

2/7/90

REPORTS OF COMMITTEES

11071

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/90

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MULLANE	PATRICK F	POLICE OFFICER	NINETEENTH DISTRICT	9/21/89 205.00
MULLINS	JAMES L	POLICE OFFICER	ELEVENTH DISTRICT	4/24/89 200.00
NICHOLAS	CANDACE	POLICE OFFICER	YOUTH DIVISION AREA FOUR	10/13/89 264.20
NIELSON	JOHN	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	4/24/88 2023.00
OVERTON	SUSAN F	POLICE OFFICER	NINETEENTH DISTRICT	11/25/84 2718.75
PALMER	JOHN	POLICE OFFICER	THIRTEENTH DISTRICT	9/25/89 897.98
PARKER	JEAN	POLICE OFFICER	SIXTH DISTRICT	9/09/89 244.75
PARKER	JOE	POLICE OFFICER	SECOND DISTRICT	6/21/89 58.00
PAWELSKI	MARK	POLICE OFFICER	FIFTEENTH DISTRICT	9/29/89 105.00
PERGANDE	ALAN R	POLICE OFFICER	SEVENTEENTH DISTRICT	8/17/89 522.75
PETRENKO	VICTOR	POLICE OFFICER	SEVENTEENTH DISTRICT	10/17/88 17.00
PETRUZZI	JAMES F	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/15/89 458.72
PHILLIPS	SUSAN	POLICE OFFICER	FOURTH DISTRICT	6/06/88 50.00
PIKE	LAWRENCE	POLICE OFFICER	TWENTIETH DISTRICT	4/06/89 126.00
PIPOLO	JOSEPH	POLICE OFFICER	TENTH DISTRICT	10/03/89 714.40
POMORSKI	THOMAS	POLICE OFFICER	FOURTH DISTRICT	6/15/89 251.50
PRIBEK	ALBERT A	POLICE OFFICER	CRIME LABORATORY DIVISION	10/09/89 352.00
PRIMOUS	ALBERT	POLICE OFFICER	FOURTH DISTRICT	3/18/83 75.00
RAMUS	THOMAS R	POLICE OFFICER	TENTH DISTRICT	3/09/89 27.00
RIVERA	RAUL	POLICE OFFICER	TENTH DISTRICT	4/12/89 25.00
ROBARTS-DILLON	JANICE M	POLICE OFFICER	SIXTEENTH DISTRICT	12/23/87 76.00
RODRIGUEZ	EUTIMIO C	POLICE OFFICER	RECRUIT TRAINING	7/21/89 40.00
RODRIGUEZ	EUTIMIO C	POLICE OFFICER	NINTH DISTRICT	9/07/89 395.00
ROGERS	PETER	POLICE OFFICER	TENTH DISTRICT	3/25/89 25.00
ROHACIK	CHARLES	POLICE OFFICER	YOUTH DIVISION AREA THREE	5/24/89 423.45
RUSCH	ALBERT J	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	8/22/89 35.00
RUSCH	ALBERT J	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	9/23/89 460.25
SANCHEZ	JOHN	POLICE OFFICER	FIRST DISTRICT	7/23/89 478.00
SASSO	JOHN J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/29/82 57.08
SCACCIA	LAWRENCE	POLICE OFFICER	OHARE LAW ENFORCEMENT	7/21/89 417.50
SCAFIDI	PHILLIP	POLICE OFFICER	SEVENTEENTH DISTRICT	8/10/87 120.00
SCHULTZ	KENNETH E	POLICE OFFICER	EIGHTH DISTRICT	12/10/87 35.00
SCOTT	THOMAS G	POLICE OFFICER	SECOND DISTRICT	9/20/89 1524.00
SHEEHAN	BRIAN R	POLICE OFFICER	TWENTIETH DISTRICT	7/11/89 296.00
SINENI	JAMES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/17/88 430.87
SMITH	ROBERT	POLICE OFFICER	YOUTH DIVISION AREA FIVE	5/18/89 752.25
SOHERE	MARIALISA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/06/89 25.00
SOLITA	RICHARD	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	11/19/83 140.00
SOVINSKI	ROGER M	POLICE OFFICER	TWELFTH DISTRICT	6/24/89 165.00
SPECHT	ROBERT J	POLICE OFFICER	SIXTH DISTRICT	8/10/89 190.14
STEWART	THOMAS E	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/07/88 554.00
SUCHARSKI	KENNETH J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/17/88 200.00
SWAINE	DANIEL	POLICE OFFICER	ELEVENTH DISTRICT	8/18/89 1208.20
TATHAM	ROBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/27/89 48.80
TAYLOR	THOMAS C	POLICE OFFICER	TENTH DISTRICT	12/31/83 175.00
THANUS	WANIEL H	POLICE OFFICER	GANG CRIME'S ENFORCEMENT DIVIST	8/05/89 165.00
THIELMANN	JOSEPH P	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/13/87 174.79
THOMAS	CURTIS	POLICE OFFICER	GANG CRIME'S ENFORCEMENT DIVIST	10/19/89 629.60
THOMPSON	CAROL	POLICE OFFICER	SEVENTH DISTRICT	8/21/89 1706.50

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/07/90

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
THOMPSON RALPH W	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/08/89	353.40
TIMMUNGS KATHY	POLICE OFFICER	RECRUIT TRAINING	9/24/89	99.00
TORRES THOMAS E	POLICE OFFICER	EIGHTEENTH DISTRICT	9/18/89	168.75
TRAYNOR FRANK	POLICE OFFICER	ELEVENTH DISTRICT	9/10/89	252.50
ULDRYCH RUBY	POLICE OFFICER	ELEVENTH DISTRICT	3/24/85	28.00
VALKANET EDWARD	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	9/01/89	491.09
VETH EDWARD F	POLICE OFFICER	TWENTIETH DISTRICT	9/30/89	216.00
VILLANUEVA-WILLIAMS GUILLERMO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/15/89	213.75
VOSNOS ROBERT J	POLICE OFFICER	SEVENTEENTH DISTRICT	3/21/89	68.00
VOULGARIS ELIAS A	POLICE OFFICER	SEVENTEENTH DISTRICT	9/01/89	432.09
WAGNER MAUREEN A	POLICE OFFICER	EIGHTH DISTRICT	9/09/89	89.25
WALLACE ANDREW E	POLICE OFFICER	SIXTEENTH DISTRICT	4/27/89	515.00
WEATHERS GEORGE	POLICE OFFICER	TWENTIETH DISTRICT	8/30/89	857.69
WENSKUS ANTON J	POLICE OFFICER	EIGHTEENTH DISTRICT	8/07/89	1316.80
WILLIAMS FRANCESA	POLICE OFFICER	TENTH DISTRICT	9/11/89	492.90
WILLIAMS ROLAND	POLICE OFFICER	FIRST DISTRICT	10/27/89	232.00
WILSON STEVEN C	POLICE OFFICER	RECRUIT TRAINING	9/11/89	463.00
WINTERS NORMAN W	POLICE OFFICER	SIXTEENTH DISTRICT	9/05/89	269.50
WITOREK MARK	POLICE OFFICER	FOURTEENTH DISTRICT	6/28/89	123.00
WITTENBERG ALAN B	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	5/31/89	75.00
WRONKOWSKI ANTHONY R	POLICE OFFICER	FOURTEENTH DISTRICT	10/06/89	89.50
ZETTERGREN CHARLES W	POLICE OFFICER	TWELFTH DISTRICT	5/30/89	455.00
CRAWFORD WILLIAM	CAPTAIN	BATTALION 1/ENGINE COMPANY 13	7/20/87	60.00
FREEMON EDWARD	CAPTAIN	ENGINE COMPANY 89	6/10/87	630.00
GALAS RICHARD	PARAMEDIC	AMBULANCE 34	8/27/88	30.00
KNIGHT LAWRENCE	PARAMEDIC	DISTRICT RELIEF 6	3/31/88	45.00
LEAHY DAVID	FIREFIGHTER	TRUCK 29	2/17/88	93.00
MULROE THOMAS	PARAMEDIC	DISTRICT HEADQUARTERS 2	7/21/89	256.00
OSULLIVAN PETER	PARAMEDIC	UNKNOWN	6/21/86	166.00
ROBERTSON JAMES	FIREFIGHTER	TRUCK 52	4/24/88	20.00
TAYLOR JOHN	CAPTAIN	BATTALION 1/ENGINE COMPANY 13	1/13/85	148.00
VAUL-KENNEDY GAYLE R	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	1/29/87	418.38
WIDEMAN KENNETH	CAPTAIN	FIRE PREVENTION	7/27/89	130.00

Action Deferred -- ISSUANCE OF FINAL LOAN COMMITMENT TO
WICKER PARK PLACE LIMITED PARTNERSHIP UNDER
MULTI-UNIT REHABILITATION ASSISTANCE
PROGRAM FOR PROPERTY AT 1527 -- 1531
NORTH WICKER PARK AVENUE.

The Committee on Finance submitted the following report which was, on motion of Alderman Shaw and Alderman Jones, *Deferred* and ordered published:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of a Multi-Loan to the Wicker Park Place Limited Partnership for property located at 1527 -- 1531 North Wicker Park Avenue, in the amount of \$780,000, 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.

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

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 heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City has aggregately programmed \$32,400,000 of Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program ("MULTI-Program") in Program Years IX through XV, wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling

units in low and moderate income areas, and the MULTI-Program is administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of one (1) low interest rehabilitation loan to Wicker Park Place Limited Partnership ("Borrower"), in the amount not to exceed \$780,000, from the MULTI-Program where said funds, when loaned, will leverage an additional \$1,628,625 in other investments for the rehabilitation of 110 studio units, and wherein said MULTI-Program loan is in excess of \$75,000 and more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, The City Council of the City, by an ordinance duly adopted on February 20, 1985, authorized certain technical amendments to the substitute ordinance (passed by the City Council on June 6, 1984) authorizing submission of the Final Statement of Objectives and Projected Use of Funds for Community Block Grant Entitlement to the United States Department of Housing and Urban Development for the Year IX Community Block Grant funds wherein certain uses of such funds shall be subject to the review and approval of the City Council; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing ("Commissioner") is hereby authorized to issue a final loan commitment to the Borrower as shown in Exhibit "A" for the respective loan amounts listed therein.

SECTION 2. The Commissioner is hereby authorized to enter into, negotiate and execute such agreements, documents or notes as are required or necessary to implement the terms and program objectives of the MULTI-Programs.

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

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

Exhibit "A".

Borrower:

Wicker Park Place Limited Partnership, an Illinois limited partnership with R.R.G. Development, Incorporated, an Illinois corporation as the sole general partner. R.R.G. Development, Incorporated has 2 directors, each with a 50% interest. They are Nancy Kapp, President and Ronald B. Grais, Secretary.

Project:	Wicker Park Place 1527 -- 1531 North Wicker Park Avenue 110 zero bedroom units for elderly people.
City Loan:	\$780,000 30-year term 3% interest, accrued and deferred during years 1 and 2 of the loan term, principal restated at end of 2, Interest only during years 3 -- 30, principal due at maturity. Secured by second mortgage.
Other Funds:	\$1,000,000 loan from First National Bank 30-year term. 11% interest, payments of principal and interest during years 1 -- 30. Secured by first mortgage. Equity contributions by general partner (\$228,625) and limited partners to be named prior to closing (\$400,000). Limited partners will be required to make appropriate economic disclosure as determined by the City.
Total Project Costs:	\$2,408,625.

COMMITTEE ON AVIATION.

AUTHORIZATION FOR SELECTION OF CONTRACTOR TO PROVIDE
WATER SERVICE TO UNITED AIRLINES, INCORPORATED
RESERVATIONS CENTER AT CHICAGO
O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, February 5, 1990.

To the President and Members of the City Council:

Your Committee on Aviation, to which was referred an ordinance from the Department of Economic Development authorizing the execution of a contract with a contractor to provide water service to the United Airlines, Incorporated reservations center, 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, a home rule unit of government of the State of Illinois ("City"), entered into a lease with United Airlines, Incorporated, dated December 29, 1989 (the "Lease") for the construction and use of a Reservations Center ("Facility") at Chicago-O'Hare International Airport ("O'Hare") pursuant to an ordinance approved by the City Council on October 4, 1989 (City Council Journal of Proceedings pages 5331 to 5416) as amended on December 6, 1989 (City Council Journal of Proceedings pages 8634 to 8725); and

WHEREAS, Section 11.04 of the Lease requires the City to take any and all actions necessary to design, construct and provide, among other things, adequate water line connections to the Facility (the "Services") no later than July 1, 1990 (the "Deadline"); and

WHEREAS, In order for the City to provide the Services by the Deadline, the City needs to engage a contractor in a manner more expedient than pursuant to the procedures of the Municipal Purchasing Act for Cities of 500,000 or more population; and

WHEREAS, The City desires to solicit contractors in order to secure a contractor to perform the Services by the Deadline; now, therefore,

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

SECTION 1. The Commissioners of Public Works and Water, and the Purchasing Agent or their duly authorized representatives (the "Committee") are hereby authorized to solicit at least two contractors to perform the Services.

SECTION 2. The Committee is hereby authorized to select a contractor (the "Contractor") to perform the Services based on the following criteria: previous airside construction experience at O'Hare, capability to perform all elements necessary to provide the Services, ability to meet the Deadline, and contract cost.

SECTION 3. The Committee is hereby authorized to negotiate with the Contractor the terms of a contract for the performance of the Services.

SECTION 4. Subject to approval of the Corporation Counsel as to form and legality, the Mayor, the Purchasing Agent, and Comptroller are hereby authorized to execute a contract between the City and the Contractor, provided that the contract amount does not exceed Two Million Dollars (\$2,000,000), that the contract provides for completion no later than July 1, 1990, and that it contains such additional contract terms as may be required by law, executive order or are deemed appropriate or necessary by the Purchasing Agent.

SECTION 5. The City Comptroller is hereby authorized to disburse funds up to the amount of Two Million Dollars (\$2,000,000) to the Contractor as payment for the Services, subject to all terms and conditions of the contract.

SECTION 6. This ordinance shall take effect upon its passage and approval.

**COMMITTEE ON BEAUTIFICATION
AND RECREATION.**

PERMISSION TO HOLD C.A.R.A.'S 100TH ANNIVERSARY
OF VISITING NURSES ASSOCIATION OF CHICAGO
RACE ON PORTIONS OF SPECIFIED
PUBLIC WAYS.

The Committee on Beautification and Recreation submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Beautification and Recreation, having had under consideration one order (which was referred on January 19, 1990) authorizing and directing the Commissioner of Public Works to grant permission for the conduct of a special event, begs leave to recommend that Your Honorable Body *Pass* the said 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) EUGENE C. SCHULTER,
Chairman.

On motion of Alderman Schulter, 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

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 Erika Kohler, 459 North Milwaukee Avenue for the conduct of C.A.R.A.'s 100th Anniversary of Visiting Nurses Association of Chicago race on North Simonds Drive, from West Foster Avenue to West Hollywood Avenue; and West Lawrence Avenue, from North Marine Drive to North Lake Shore Drive on Sunday April 22, 1990.

COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.

ALLOCATION OF MOTOR FUEL TAX FUNDS NECESSARY
FOR VARIOUS PROJECTS IN IMPROVED STREETS,
COUNTY OR STATE HIGHWAYS DURING
YEAR 1990.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration ten ordinances (under separate committee reports) authorizing the allocation of Motor Fuel Tax funds necessary for various projects in improved streets, county or state highways during 1990, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

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

Cable Replacement Of Street Lighting Systems.

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$1,000,000 from that portion of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for the purchase of materials and supplies for maintenance of the street lighting system's cable on municipal streets and county and state highways by day labor for the period commencing January 1, 1990 and ending December 31, 1990.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

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

Maintenance Of Traffic Signals And Street Lighting Systems.

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$1,350,000 from that portion of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for the purchase of materials and supplies for maintenance of traffic signals and street lighting systems on municipal streets and county and state highways for the period commencing January 1, 1990 and ending December 31, 1990.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District No. 1 of said Department of Transportation.

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

Repairs To Curbs And Gutters.

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

SECTION 1. Authority is hereby granted to reconstruct curb and combined curb and

gutters in various improved streets, county highways or state highways for the period beginning January 1, 1990 and ending December 31, 1990. Where necessary, the project shall include new pavement, sidewalk, curb and gutter and drainage structures lying adjacent to or in the path of said repair or reconstruction. The cost shall not exceed \$4,000,000 to be paid from that part of Motor Fuel Tax funds which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allocated the sum of \$4,000,000 for repairs to curbs and gutters in improved streets, county highways or state highways which shall be for work for which estimates are to be filed with the Division of Highways, Department of Transportation of the State of Illinois for the period beginning January 1, 1990 and ending December 31, 1990.

SECTION 3. That the Commissioner of Streets and Sanitation shall prepare the necessary specification and estimates for these repairs and shall do same, either by day labor or contract.

SECTION 4. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 5. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 6. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for each such project.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. That the City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer of District 1 of said Division of Highways.

SECTION 9. That this ordinance shall be in force and effect from and after its passage.

Repairs To Pavements.

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

SECTION 1. That authority is hereby given to make repairs to pavements in improved streets, county highways or state highways for the period beginning January 1, 1990 and ending December 31, 1990, by use of the asphaltic street repair materials, concrete street repair material or other standard street repair materials, as required to bring the pavements and their appurtenances to a good state of repair, at a cost not to exceed \$5,500,000 to be paid from that part of Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allocated the sum of \$5,500,000 for repairs to pavements in improved streets, county highways or state highways which shall be work for which estimates are to be filed with the Division of Highways, Department of Transportation of the State of Illinois for the period beginning January 1, 1990 and ending December 31, 1990.

SECTION 3. That the Commissioner of Streets and Sanitation shall prepare the necessary specification and estimates for these repairs and shall do same, either by day labor or contract.

SECTION 4. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 5. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 6. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. That the City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer of District 1 of said Division of Highways.

SECTION 9. That this ordinance shall be in force and effect from and after its passage.

Snow And Ice Control Maintenance.

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$5,500,000 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for snow and ice control maintenance of improved streets, county highways and state highways by day labor during the period commencing January 1, 1990 and ending December 31, 1990.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. That the City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 1 of said Division of Highways.

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

Street Cleaning Maintenance.

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$4,400,000 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for street cleaning maintenance of improved streets, county highways and state highways by day labor during the period commencing January 1, 1990 and ending December 31, 1990.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. That the City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer for District No. 1 of said Division of Highways.

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

Street Lane Line Maintenance.

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$550,000 from the part of the Motor Fuel Tax Fund which has been or

may be allocated to the City of Chicago for street lane line maintenance of improved streets, county highways and state highways by day labor during the period commencing January 1, 1990 and ending December 31, 1990.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. That the City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer for District No. 1 of said Division of Highways.

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

Streetlight Energy Costs.

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to pay streetlight energy costs on streets throughout the City for the period from January 1, 1990 to and including December 31, 1990, at a cost of \$8,400,000 to be paid for out of that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

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

Street Sign Maintenance.

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$650,000 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for street sign maintenance of improved streets, county highways and state highways by day labor during the period commencing January 1, 1990 and ending December 31, 1990.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. That the City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer of District 1 of said Division of Highways.

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

Traffic Signal Energy Costs.

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to pay traffic signal energy costs on streets throughout the City for the period from January 1, 1990 to and including December 31, 1990, at a cost of \$2,425,000 to be paid for out of that part of the Motor Fuel Tax funds which has been or may be allotted to the City of Chicago.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer for District No. 1 of said Department of Transportation.

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

TRANSFER OF SURPLUS FUNDS BY PUBLIC BUILDING COMMISSION
OF CHICAGO FOR PAYMENT OF CITY'S SHARE OF
OPERATING COSTS OF RICHARD J. DALEY
CENTER FOR YEAR 1990.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1990.

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 transfer of surplus funds by the Public Building Commission standing to the credit of the City of Chicago necessary for the payment of the City share of the cost of operation of the Richard J. Daley Center for the year 1990, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Public Building Commission of Chicago has issued and sold revenue bonds, and the City of Chicago has entered into leases with the Public Building Commission of Chicago for the use and occupancy of the following buildings and facilities owned and constructed or renovated by the Public Building Commission of Chicago with said bond proceeds; and the City of Chicago has adopted ordinances for the levy and collection of taxes against all taxable properties within its boundaries sufficient to pay the rentals provided by said leases:

Building Or Facility	Lease	Bond Indenture
Incinerator Residue Disposal Site, Stearns Quarry (CS-2)	Recorded January 4 1971, as Document No. 21357855 (dated December 1, 1970)	\$56,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1971*
Fire Stations CF-2, CF-3, CF-4, CF-5, CF-6, CF-7, CF-8 and CF-11	Recorded June 30, 1971, as Document No. 21530403 (dated June 30, 1971)	\$135,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1971*
Health Center CH-1		
Sanitation Facilities CS-1, CS-3 and CS-6		
Police Facilities CP-1 and CP-2		

* Also involves other projects for other lessees.

Building Or Facility	Lease	Bond Indenture
Health Center CH-3 Sanitation Facilities CS-4	Recorded December 31, 1974, as Document No. 22951246 (dated December 26, 1974) Series 'A' of 1975*	\$38,000,000 Public Building Commission of Chicago Building Revenue Bonds,
Fire Stations CF-1, CF-9 and CF-10 Health Center CH-2	Recorded November 20, 1975, as Document No. 23299558 (dated November 6, 1975)	\$36,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1975
Police Academy CP-4 Central Library Building CPL-1		
Police Facilities CP-5 and CP-8 Sanitation Facilities CS-5, CS-11, CS-12 and CS-13	Recorded July 21, 1978, as Document No. 24546590 (dated June 15, 1978)	\$30,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1978
Library for Handicapped CPL-2		

; and

WHEREAS, Under the provisions of said Bond Indentures that portion of the rentals paid to the Public Building Commission of Chicago pursuant to the terms of said leases and not required for the payment of interest, principal, and/or costs associated with administration, maintenance and operation, renewal, replacement, and improvement, under the terms of said Bond Indentures, may be transferred by the Public Building Commission of Chicago for additional administrative expenses incident to projects constructed or renovated by the Commission for the City of Chicago under the particular Bond Indenture involved; or to the Construction Accounts of the Commission for projects constructed or renovated by the Commission for the City of Chicago under the particular Bond Indenture; and

WHEREAS, Any funds remaining to the credit of the City of Chicago in the Commission's various surplus accounts, after making the aforesaid transfers and payments, will be credited (unless otherwise directed by the City of Chicago, as hereinafter proposed) to the next annual rentals due and payable by the City of Chicago to the Public Building Commission of Chicago under the applicable lease and Bond Indenture; and

WHEREAS, The Public Building Commission of Chicago anticipates that as of December 31, 1989, the following funds will be in the surplus accounts under the indicated Bond Indentures to the credit of the City of Chicago:

Bond Indenture	Lease	Project	Anticipated Surplus
\$56,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1971	Recorded January 4, 1971, as Document No. 21357855 (dated December 1, 1970)	Incinerator Residue Disposal Site Stearns Quarry	\$2,630,000
\$135,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1971	Recorded June 30, 1971, as Document No. 21530403 (dated June 30, 1971)	CF-2, CF-3, CF-4, CF-5, CF-6, CF-7, CF-8, CF-11, CH-1, CS-1, CS-3, CS-6, CP-1 and CP-2	785,000
\$38,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1975	Recorded December 31, 1974, as Document No. 22951246 (dated December 26, 1974)	CH-3 CS-4	42,000
\$36,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1975	Recorded November 20, 1975, as Document No. 23299558 (dated November 6, 1975)	CF-1, CF-9 CF-10, CH-2, CP-4 and CPL-1	600,000
\$30,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1978	Recorded July 21, 1978 as Document No. 24546590 (dated June 15, 1978)	CP-5, CP-8 CS-5, CS-11, CS-12, CS-13 and CPL-2	3,730,000

; and

WHEREAS, The Public Building Commission of Chicago has approved a budget in the amount of \$19,566,057 for the proper operation, maintenance and repair of the Richard J. Daley Center (including steam to the City Hall) for the fiscal year January 1, 1990 to December 31, 1990, and the City of Chicago's share of said Budget is \$3,055,635; and

WHEREAS, The Public Building Commission has by resolution of its Board of Commissioners, requested the City of Chicago to approve and consent to the allocation,

transfer and use of said surplus funds of \$4,682,355, without prior appropriation by the City Council of the City of Chicago, as follows:

Bond Indenture	Lease	Purpose	Amount
\$56,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1971	Recorded January 4, 1971, as Document No. 21357855 (dated December 1, 1970)	Transfer to the credit of the City of Chicago cost of Municipal Facilities	\$ 48,615
\$135,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1971	Recorded June 30, 1971, as Document No. 21530403 (dated June 30, 1971)	Transfer to the credit of the City of Chicago cost of Municipal Facilities	416,360
\$38,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1975	Recorded December 31, 1974, as Document No. 22951246 (dated December 26, 1974)	Transfer to the credit of the City of Chicago cost of Municipal Facilities	42,000
\$36,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1975	Recorded November 20, 1975, as Document No. 23299558 (dated November 6, 1975)	Transfer to the credit of the City of Chicago cost of Municipal Facilities	600,000
\$30,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1978	Recorded July 21, 1978, as Document No. 24546590 (dated June 15, 1978)	Transfer to the credit of the City of Chicago cost of Municipal Facilities	519,745

Bond Indenture	Lease	Purpose	Amount
		Toward the City's share of the Operating Maintenance and Repair Budget for the Richard J. Daley Center (including steam to City Hall) for the period January 1, 1990 to December 31, 1990	\$3,055,635

; now, therefore,

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

SECTION 1. That the City of Chicago does hereby approve and authorize the transfer and application of the moneys, in the estimated amount of \$3,055,635 standing to its credit on December 31, 1989, in the Surplus Account under that certain Bond Indenture for \$30,000,000 Public Building Commission of Chicago Revenue Bonds, Series 'A' of 1978, in satisfaction and payment of its portion, namely \$3,055,635 of said budget for the operation, maintenance and repair of the Richard J. Daley Center for the fiscal year January 1, 1990 to December 31, 1990.

SECTION 2. That the City of Chicago does hereby approve and authorize the transfer and application of \$1,626,720 of the balance of the moneys in the estimated amount of \$4,731,365 standing to its credit on December 31, 1989, in the Surplus Accounts under the various Bond Resolutions to the following projects:

Bond Resolution	Amount	Project And Purpose
\$56,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1971	\$48,615	Construction Account for: Municipal Facilities
\$135,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1971	416,360	Construction Account for: Municipal Facilities

Bond Resolution	Amount	Project And Purpose
\$38,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1975	\$42,000	Construction Account for: Municipal Facilities
\$36,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1975	600,000	Construction Account for: Municipal Facilities
\$30,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1978	519,745	Construction Account for: Municipal Facilities

SECTION 3. That this ordinances shall be in full force and effect immediately upon its passage and publication as required by law.

AMENDMENT OF YEAR XVI COMMUNITY DEVELOPMENT BLOCK GRANT ORDINANCE, AS AMENDED, BY SUBSTITUTING VARIOUS NEW DELEGATE AGENCIES FOR CERTAIN AGENCIES PREVIOUSLY LISTED.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance amending the Year XVI Community Development Block Grant Ordinance, as amended, authorizing corrections of certain delegate agencies for various programs, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 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 Chicago on December 6, 1989, passed the ordinance authorizing submission of Final Statement of Objectives and Projected Use of Funds for Community Development Block Grant Year XVI ("the Year XVI Community Development Block Grant Ordinance"); and

WHEREAS, Since passage of the Year XVI Community Development Block Grant Ordinance the City has been advised of the voluntary withdrawal of the Chicago Urban League from the Department of Health Infant Mortality Risk Initiatives Program; and

WHEREAS, Since passage of the Year XVI Community Development Block Grant Ordinance the City has been advised of name changes affecting various delegate agencies; now, therefore,

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

SECTION 1. The Year XVI Community Development Block Grant Ordinance as heretofore amended is hereby further amended by striking the words and figures and inserting the words and figures indicated in the attached Exhibit A.

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

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

*Exhibit "A".**Amendments To The Community Development Block Grant
Year XVI Ordinance.*

325 -- Community Development Block Grant Fund

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		Department Of Health -- 41-1005		
		Infant Mortality Reduction Initiatives -- 2580		
60		Chicago Urban League	\$221,251	
		Henry Booth House		\$221,251
		Department Of Human Services		
		Youth Crime Prevention -- 53-2560		
73		Project A.M. -- P.M.	15,000	
		Project A.M. -- P.M. -- Lawndale Revitalization		15,000
74		Y.M.C.A. -- Sears	40,000	
		Y.M.C.A. -- Urban Programs West		40,000

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		Drugs Eliminated Through Education and Resolve -- 53-2565		
75		C.Y.C. South Shore	\$37,245	
		C.Y.C. Crown		\$37,245

REPROGRAMMING OF YEAR XIII COMMUNITY DEVELOPMENT
BLOCK GRANT SALVAGE FUNDS WITHIN DEPARTMENT
OF HUMAN SERVICES FROM FAMILY AND YOUTH
SERVICES AND YOUTH CRIME PREVENTION
TO CERTAIN EMERGENCY
SHELTER SERVICES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance amending the Year XIII Community Development Block Grant Ordinance, as amended, authorizing the reprogramming of Family and Youth Services and Youth Crime Prevention Surplus Funds necessary to provide additional funding for emergency shelter services for the homeless, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 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 passed an ordinance on December 6, 1989, which set forth the procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of \$25,000 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 \$3,900,000 of 1989 Corporate funds and \$257,000 of Year XV Community Development Block Grant funds for the Emergency Shelter Program which does not include funding for the Washington/Malden SRO and Thresholds agencies; and

WHEREAS, The Commissioner of the Department of Human Services requests that \$279,000 in salvaged C.D.B.G. Year XIII funding from the Family and Youth Services (\$70,976, activity number 837-53-2520), and Youth Crime Prevention (\$208,024, activity number 837-53-2560) programs be reprogrammed to the Department of Human Services Professional and Technical Services account (.0140) for these agencies to provide emergency shelter services for the homeless (382-53-2555-.0140); and

WHEREAS, The request is part of the Department's original 1989 commitment to fund the Washington/Malden SRO and Thresholds agencies for emergency shelter, including providing an Alcohol Treatment, Substance Abuse, Mental Health and Single Room Occupancy Program; now, therefore,

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

SECTION 1. The sum of \$279,000 in Community Development Block Grant Year XIII funds representing salvage from C.D.B.G. Year XIII funding for the Family and Youth Services (\$70,976, activity number 837-53-2520), and Youth Crime Prevention, (\$208,024, activity number 837-53-2560) programs is herewith reprogrammed to the existing Year XV program budget of the Department of Human Services, Professional and Technical

Services (382-53-2555-.0140) account, for the homeless, to fund the Washington/Malden SRO and Thresholds agencies for \$49,000 and \$230,000, respectively, to increase total City funding of these agencies from \$0 to \$279,000 during the contract period of July 1, 1989 through June 30, 1990.

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

TRANSFER OF FUNDS AUTHORIZED WITHIN CITY COUNCIL
COMMITTEE ON SPECIAL EVENTS AND
CULTURAL AFFAIRS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1990.

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 1990 funds within the City Council Committee on Special Events and Cultural Affairs, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 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 is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1990. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1990 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Contractual Services	356	15-2155	0100	\$20,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
For Contingencies	356	15-2155	0700	\$20,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Special Events and Cultural Affairs during the year 1990.

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, February 7, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration four orders (under separate committee reports) 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

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 South Hale Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Hale Avenue, from West 104th Street to West 107th Street: 2,060 feet of 8-inch ductile iron water main, at the total estimated cost of \$303,909.21 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00859.

Portion Of North Kenneth Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North Kenneth Avenue, from West Berteau Avenue to West Irving Park Road: 1,276 feet of 8-inch ductile iron water main, at the total estimated cost of \$210,587.47 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00866.

Portion Of North Kilbourn Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North Kilbourn Avenue, from West Irving Park Road to West Berteau Avenue: 1,260 feet of 8-inch ductile iron water main, at the total estimated cost of \$200,280.08 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00864.

Portion Of West LeMoyne Street.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West LeMoyne Street, from North Central Park Avenue to North Homan Avenue: 1,424 feet of 8-inch ductile iron water main, at the total estimated cost of \$255,418.56 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00863.

ALLOCATION OF URBAN DEVELOPMENT ACTION GRANT LOAN
RECAPTURE FUNDS NECESSARY FOR PAYMENT OF
COMMUNITY DEVELOPMENT BLOCK GRANT
COSTS DEEMED INELIGIBLE BY
UNITED STATES DEPARTMENT
OF HOUSING AND URBAN
DEVELOPMENT.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing the allocation of Urban Development Action Grant Loan recapture funds necessary for the payment of Community Development Block Grant costs deemed ineligible by the Department of Housing and Urban Development, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuler, M. Smith -- 41.

Nays -- Aldermen T. Evans, Bloom, Shiller, Orr -- 4.

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 passed an ordinance on December 6, 1989, establishing the Year XVI Community Development Block Grant Program; and

WHEREAS, The Director of the Office of Budget and Management has determined that the use of certain recapture funds from Urban Development Action Grant loans be used for the payment of outstanding H.U.D. Community Development Block Grant findings; now, therefore,

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

SECTION 1. The sum of \$346,839 in recapture funds from Urban Development Action Grant Loans be appropriated and allocated for the payment of certain amounts due to the United States Department of Housing and Urban Development for outstanding C.D.B.G. findings. The Comptroller is hereby authorized to disburse these funds to the United States Department of Housing and Urban Development.

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

CITY COMPTROLLER AUTHORIZED TO INCREASE CITY'S
SHARE OF PAYMENT FOR COST OF PREMIUMS OR
CLAIMS FOR HEALTH CARE OF CERTAIN
ANNUITANTS AND THEIR
DEPENDENTS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1990.

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 increase in the City share of the payment of the cost of premiums or claims for health care for certain annuitants and eligible dependents, and having been presented with a proposed substitute ordinance by Alderman Huels, and

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.

Alderman T. Evans submitted the following proposed substitute ordinance:

WHEREAS, The City of Chicago maintains programs for health care benefits for its employees and annuitants; and

WHEREAS, The Illinois Pension Code provides that the City of Chicago shall pay 50% of the aggregate cost of claims or premiums for health care for its annuitants; and

WHEREAS, The Illinois Intergovernmental Cooperation Act allows units of local government to enter into agreements for cooperation in administration of programs; now, therefore,

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

SECTION 1. The City Comptroller is authorized to pay 83.8% of the cost of claims or premiums for health care for participants in the Municipal Employees, Officers and Officials Annuity and Benefit Fund of Chicago, the Laborers and Retirement Board Employees Annuity and Benefit Fund of Chicago, the Firemen's Annuity and Benefit Fund of Chicago, and the Policemen's Annuity and Benefit Fund of Chicago, and their eligible dependents, if (a) the annuitant was born on or after January 1, 1909; and (b) the annuitant is also a participant in a health care plan offered by the City of Chicago; and (c) either the annuitant, the annuitant's spouse or an adult dependent of the annuitant is ineligible for medicare benefits.

SECTION 2. No participant in the Municipal Employees, Officers and Officials Annuity and Benefit Fund of Chicago, the Laborers and Retirement Board Employees Annuity and Benefit Fund of Chicago, the Firemen's Annuity and Benefit Fund of Chicago, or the Policemen's Annuity and Benefit Fund of Chicago born before January 1, 1909, shall be required to contribute any amount in excess of the amount charged as of June 1, 1982, toward the cost of claims or premiums for health care.

SECTION 3. This ordinance shall be in full force and effect from and after its passage, and upon approval by the boards of trustees of the Municipal Employees, Officers and Officials Annuity and Benefit Fund of Chicago, the Laborers and Retirement Board

Employees Annuity and Benefit Fund of Chicago, the Firemen's Annuity and Benefit Fund of Chicago, and the Policemen's Annuity and Benefit Fund of Chicago.

Alderman Austin moved to *Refer* the foregoing proposed substitute ordinance to the Committee on the Budget and Government Operations. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Bloom, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Kellam, Krystyniak, Henry, Soliz, Gutierrez, Bialczak, Gabinski, Mell, Austin, Banks, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith -- 27.

Nays -- Aldermen Rush, Tillman, T. Evans, Steele, Shaw, Carter, Langford, Streeter, Sheahan, Jones, J. Evans, E. Smith, Davis, Figueroa, Giles, O'Connor, Shiller, Orr -- 18.

Thereupon, on motion of Alderman Austin, the said proposed substitute ordinance transmitted with the report of the Committee on the Budget and Government Operations was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago maintains programs for health care benefits for its employees and annuitants; and

WHEREAS, The Illinois Pension Code provides that the City of Chicago shall pay 50% of the aggregate cost of claims or premiums for health care for its annuitants; now, therefore,

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

SECTION 1. The City Comptroller is authorized to pay 62.5% of the cost of claims or premiums for health care for participants in the Municipal Employees, Officers and Officials Annuity and Benefit Fund of Chicago, the Laborers and Retirement Board Employees Annuity and Benefit Fund of Chicago, the Firemen's Annuity and Benefit Fund of Chicago, and the Policemen's Annuity and Benefit Fund of Chicago, and their eligible dependents, if (a) the annuitant was born on or after January 1, 1909; and (b) the annuitant is also a participant in a health care plan offered by the City of Chicago; and (c) either the annuitant, the annuitant's spouse or an adult dependent of the annuitant is ineligible for medicare benefits.

SECTION 2. No participant in the Municipal Employees, Officers and Officials Annuity and Benefit Fund of Chicago, the Laborers and Retirement Board Employees Annuity and Benefit Fund of Chicago, the Firemen's Annuity and Benefit Fund of Chicago, or the Policemen's Annuity and Benefit Fund of Chicago born before January 1, 1909, shall be required to contribute any amount in excess of the amount charged as of June 1, 1982, toward the cost of claims or premiums for health care.

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

SUPPLEMENTAL APPROPRIATION FOR YEAR 1990 TO COVER
COST OF CLAIMS AND ADMINISTRATION FOR HOSPITAL
AND MEDICAL CARE TO ELIGIBLE ANNUITANTS
AND THEIR ELIGIBLE DEPENDENTS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing a supplemental appropriation for the year 1990 for the cost of claims and administration for hospital and medical care to eligible annuitants and their eligible dependents, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago maintains programs for health care benefits for its employees and annuitants; and

WHEREAS, The Illinois Pension Code provides that the City of Chicago shall pay 50% of the aggregate cost of claims or premiums for health care for its annuitants; and

WHEREAS, The Illinois Intergovernmental Cooperation Act allows units of local government to enter into agreements for cooperation in administration of programs; and

WHEREAS, The City of Chicago is a home rule unit of government and as such may exercise any power and perform any function pertaining to its government and affairs; 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 sum of \$3,500,000, not previously appropriated, representing increased parking revenues and traffic fines, is hereby appropriated from Fund 100 -- Corporate for the Year 1990. The Annual Appropriation Ordinance for the Year 1990, as amended, is hereby further amended by striking the words and figures indicated below and inserting the words and figures indicated in the attached Exhibit A.

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

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

*Exhibit "A".**Amendment To The 1990 Annual
Appropriation Ordinance.*

100 -- Corporate

Code	Department And Item	Strike		Insert	
		No.	Amount	No.	Amount
	Estimates of Assets and Liabilities as of January 1, 1990, and Estimates of Revenue which are Appropriable for the year 1990				
	Traffic Fines		\$ 39,000,000	\$	40,530,000
	Parking		8,900,000		10,870,000
	Total Appropriable for Charges and Expenditures (exclusive of liabilities at January 1, 1990)		1,603,421,000		1,606,921,000
	Finance General -- Other Operating Expenses -- 99-2005				
.0052	Cost of Claims and Administration for Hospital and Medical Care to Eligible Annuitants and their Eligible Dependents		22,792,241		26,292,241

SUPPLEMENTAL APPROPRIATION FOR YEAR 1990 TO COVER
COST OF SALARIES FOR SWORN POLICE DEPARTMENT
AND UNIFORMED FIRE DEPARTMENT PERSONNEL.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing a supplemental appropriation for the year 1990 for salaries of sworn personnel, Department of Police and uniformed personnel of the Fire Department, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, It is the intent of the City of Chicago to establish and promote harmonious understanding and relationships between the City and Fraternal Order of Police, Chicago Lodge No. 7; and

WHEREAS, The City of Chicago desires to formalize this intent in a written agreement; and

WHEREAS, Such agreement has been accepted by the membership of Fraternal Order of Police, Chicago Lodge No. 7; and

WHEREAS, It is necessary to amend the Annual Appropriation Ordinance in order to comply with the City's obligation under the agreement with Fraternal Order of Police, Chicago Lodge No. 7, and under the City's agreement with Local Union No. 2, International Association of Fire Fighters, A.F.L.-C.I.O.; now, therefore,

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

SECTION 1. The sum of \$11,300,000, not previously appropriated, is hereby appropriated from Fund 100 -- Corporate for the Year 1990. The Annual Appropriation Ordinance for the Year 1990, as amended, is hereby further amended by striking the words and figures and inserting the words and figures indicated in the attached Exhibit A.

SECTION 2. Employees holding the rank of Sergeant, Lieutenant and Captain in the Department of Police shall be paid a monthly overtime allowance for the periods indicated in the attached Schedules D3, D4 and D5. This overtime allowance shall in no way affect existing base pay or overtime consideration currently in effect or granted to all sworn police personnel for the period July 1, 1989, through December 31, 1990. Employees holding the rank of Sergeant, Lieutenant and Captain in the Department of Police shall receive the same benefits in the form of duty availability pay, personal days and uniform allowance as sworn employees below the rank of Sergeant.

SECTION 3. Salaries of sworn personnel of the Department of Police and uniformed personnel of the Fire Department shall be administered in accordance with the attached Schedules D and F, respectively, for the periods indicated therein.

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

[Schedules "D", "F" and Monthly Overtime Allowance Schedules
printed on pages 11118 through 11125 of
this Journal.]

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

*Exhibit "A".**Amendments To The 1990 Annual Appropriation Ordinance.*

Fund 100 -- Corporate

Code	Department And Item	Strike		Insert	
		No.	Amount	No.	Amount
	Estimates of Assets and Liabilities as of January 1, 1990, and Estimates of Revenue which are Appropriable for the year 1990				
	Current Assets				
	Cash		\$ 33,000,000	\$	42,300,000
	Surplus (Net Current Assets)		0		9,300,000
	Interest Income		11,000,000		13,000,000
	Revenue of year 1990 -- Appropriable Other Revenue		1,606,921,000		1,608,921,000
	Total Appropriable for Charges and Expenditures (exclusive of liabilities at January 1, 1990)		1,606,921,000		1,618,221,000
	Department Of Police -- 57-1005				
.0005	Salaries and Wages -- on Payroll		\$485,734,531		\$485,748,883

Code	Department And Item	Strike		Insert	
		No.	Amount	No.	Amount
.0011	Contract Wage Increment-- Salary		\$18,600,000		\$25,500,000
.0020	Overtime		19,000,000		19,500,000
.0021	Holiday Premium Pay		4,372,000		4,472,000
.0022	Contract Costs		11,750,000		11,000,000
.0008	Furlough Buy-Back and Holiday Premium Pay for Sergeants, Lieutenants and Captains		2,828,672		2,864,320
.0091	Uniform Allowance		10,400,000		11,200,000
*1005.0000	For Personal Services		556,663,266		564,263,266
	Positions And Salaries 57-1005-2005				
	Administration -- Administrative Services -- 3015				
9782	Deputy Superintendent		\$81,456		\$84,300
	Administration -- Community Services -- 3065				
9782	Deputy Superintendent		81,456		84,300
	Administration -- Operational Services -- 3095				
9781	First Deputy Superintendent		85,824		88,800
	Administration -- Technical Services -- 3150				
9782	Deputy Superintendent		81,456		84,300

2/7/90

REPORTS OF COMMITTEES

11115

Code	Department And Item	Strike		Insert	
		No.	Amount	No.	Amount
	Administration -- Investigation -- 3240				
9782	Deputy Superintendent		\$81,456		\$84,300
	Fire Department -- 59-2005				
.0005	Salaries and Wages -- on Payroll		\$190,697,146		\$190,714,342
.0011	Contract Wage Increment -- Salary		3,194,000		6,194,000
.0018	Shift Reduction		1,949,608		1,978,608
.0020	Overtime		15,858,938		16,021,938
.0021	Holiday Premium Pay		7,753,344		7,936,148
*2005.0000	For Personal Services		222,721,005		226,113,005
	Positions and Salaries 59-1005-2005				
	Administration -- 3005 Headquarters Administration -- 4005				
9703	First Deputy Fire Commissioner		\$85,824		\$88,800
	Fire Suppression and Rescue -- 3010 Administration -- 4020				
9702	Deputy Fire Commissioner		81,456		84,300
	Fire Prevention -- 3015 Administration -- 4020				

Code	Department And Item	Strike		Insert	
		No.	Amount	No.	Amount
9702	Deputy Fire Commissioner		\$81,456		\$84,300
	Bureau of Administrative Services -- 3020 Administration -- 4025				
9702	Deputy Fire Commissioner		81,456		84,300
	Emergency Medical Services -- 3025				
9702	Deputy Fire Commissioner		81,456		84,300
	Bureau of Support Services -- 3030 Administration -- 4070				
9702	Deputy Fire Commissioner		81,456		84,300
	Fire Department Bureau of Emergency Fire Preparedness -- 59-2010				
.0011	Contract Wage Increment -- Salary		\$8,495		\$15,495
.0020	Overtime		15,000		15,600
.0021	Holiday Premium Pay		13,000		13,400
*2010.0000	For Personal Services		545,839		553,839
	Department Of Police -- 57-1005				
.0011	Contract Wage Increment -- Salary		245,932		345,932
.0020	Overtime		150,000		153,000
.0021	Holiday Premium Pay		125,000		127,000

Code	Department And Item	Strike		Insert	
		No.	Amount	No.	Amount
*1005.0000	For Personal Services		\$7,119,843		\$7,224,843
	Finance General -- Other Operating Expenses -- 99-2005				
.0042	Cost of Claims and Administration for Hospital and Medical Care Provided to Eligible Employees		\$5,409,902		\$5,304,902

SUPPLEMENTAL APPROPRIATION FOR YEAR 1990
NECESSARY FOR ADDITIONAL FUNDING FOR
LEAD PAINT IDENTIFICATION AND
ABATEMENT PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance amending the 1990 Annual Appropriation Ordinance, as amended, authorizing a supplemental appropriation necessary for additional funding for the Lead Paint Identification and Abatement Program, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

(Continued on page 11126)

SCHEDULE D
OCTOBER 1, 1989

SALARY SCHEDULE FOR
SKIRM POLICE PERSONNEL

ENTRANCE
RATE

MAXIMUM
RATE

CLASS GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		STEP 10		STEP 11		
	FIRST 6 MOS	AFTER 6 MOS	AFTER 6 MOS	AFTER 18 MOS	AFTER 18 MOS	AFTER 30 MOS	AFTER 30 MOS	AFTER 42 MOS	AFTER 42 MOS	AFTER 54 MOS	AFTER 54 MOS	AFTER 10 YRS OF SERVICE	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	AFTER 30 YRS OF SERVICE	AFTER 30 YRS OF SERVICE		
1	MONTHLY 2,194.50	27,954 2,329.50	29,556 2,463.00	31,076 2,599.50	32,604 2,717.00	34,254 2,854.50	35,948 2,954.00	37,696 3,058.00	39,520 3,164.00	41,448 3,281.00	43,480 3,405.00	45,624 3,548.00	47,880 3,660.00	50,240 3,824.00	52,760 4,001.00	55,360 4,249.00	58,080 4,513.00	60,912 4,763.50	63,864 5,001.00	66,936 5,299.00	70,140 5,604.00	73,476 6,084.00	
2	MONTHLY 2,379.50	29,556 2,463.00	31,076 2,599.50	32,604 2,717.00	34,254 2,854.50	35,976 2,998.00	37,728 3,103.00	39,600 3,210.00	41,592 3,322.00	43,644 3,455.50	45,768 3,609.00	47,968 3,777.50	50,240 3,968.00	52,584 4,124.50	55,000 4,249.00	57,780 4,513.00	60,696 4,832.50	63,528 5,001.00	66,492 5,299.00	69,564 5,604.00	72,768 6,084.00	76,164 6,693.00	
3	MONTHLY 2,691.50	33,906 2,825.50	35,622 2,969.50	37,416 3,118.00	39,276 3,273.00	41,228 3,435.50	43,272 3,568.00	45,408 3,660.00	47,640 3,777.50	49,968 3,899.00	52,384 4,075.50	54,912 4,277.50	57,544 4,513.00	60,272 4,763.50	62,760 5,001.00	65,376 5,299.00	68,008 5,604.00	70,680 6,084.00	73,392 6,693.00	76,224 7,308.00	79,008 8,032.50	81,912 8,832.50	
4	MONTHLY 3,044.50	38,346 3,195.50	40,242 3,353.50	42,258 3,521.50	44,358 3,696.50	46,596 3,883.00	48,960 4,001.00	51,440 4,124.50	54,048 4,249.00	56,784 4,513.00	59,656 4,832.50	62,640 5,001.00	65,760 5,299.00	68,992 5,604.00	72,360 6,084.00	75,872 6,693.00	79,464 7,308.00	83,184 8,032.50	87,032 8,832.50	90,768 9,684.00	94,584 10,584.00	98,352 11,484.00	
5	MONTHLY 3,353.50	42,258 3,521.50	44,358 3,696.50	46,596 3,883.00	48,960 4,001.00	51,440 4,124.50	54,048 4,249.00	56,784 4,513.00	59,656 4,832.50	62,640 5,001.00	65,760 5,299.00	68,992 5,604.00	72,360 6,084.00	75,872 6,693.00	79,464 7,308.00	83,184 8,032.50	87,032 8,832.50	90,768 9,684.00	94,584 10,584.00	98,352 11,484.00	102,176 12,384.00	106,048 13,284.00	
6	MONTHLY 4,375.50	57,018 4,751.50	62,502 5,208.50	68,526 5,710.50	75,102 6,270.50	82,344 6,946.50	90,264 7,768.50	98,976 8,600.50	108,480 9,480.50	119,184 10,380.50	130,008 11,280.50	141,360 12,192.50	153,360 13,120.50	166,104 14,080.50	179,544 15,000.50	193,272 15,960.50	207,528 16,960.50	222,048 17,960.50	236,400 18,960.50	250,776 19,960.50	265,464 20,960.50	280,704 21,960.50	296,016 22,960.50
7	MONTHLY 5,486.00	66,348 5,079.00	73,008 5,531.50	80,316 6,084.00	88,284 6,693.00	96,912 7,308.00	106,200 8,032.50	116,348 8,832.50	127,164 9,684.00	138,852 10,584.00	151,960 11,484.00	165,768 12,384.00	180,288 13,284.00	195,132 14,084.00	210,504 14,960.50	226,192 15,840.50	242,280 16,680.50	259,584 17,560.50	273,600 18,360.50	289,944 19,160.50	306,360 19,960.50	324,576 20,680.50	343,080 21,360.50
8	MONTHLY 6,048.00	73,008 5,531.50	80,316 6,084.00	88,284 6,693.00	96,912 7,308.00	106,200 8,032.50	116,348 8,832.50	127,164 9,684.00	138,852 10,584.00	151,960 11,484.00	165,768 12,384.00	180,288 13,284.00	195,132 14,084.00	210,504 14,960.50	226,192 15,840.50	242,280 16,680.50	259,584 17,560.50	273,600 18,360.50	289,944 19,160.50	306,360 19,960.50	324,576 20,680.50	343,080 21,360.50	361,896 22,000.50

SCHEDULE D

JULY 1, 1990

ENTRANCE DATE

SALARY SCHEDULE FOR SEWER POLICE PERSONNEL

CLASS GRADE	MONTHLY	SALARY SCHEDULE FOR SEWER POLICE PERSONNEL											MAXIMUM RATE
		STEP 1 FIRST 6 MOS	STEP 2 AFTER 6 MOS	STEP 3 AFTER 18 MOS	STEP 4 AFTER 30 MOS	STEP 5 AFTER 42 MOS	STEP 6 AFTER 54 MOS	STEP 7 AFTER 10 YRS OF SERVICE	STEP 8 AFTER 15 YRS OF SERVICE	STEP 9 AFTER 20 YRS OF SERVICE	STEP 10 AFTER 25 YRS OF SERVICE	STEP 11 AFTER 30 YRS OF SERVICE	
1	MONTHLY	26,862 2,138.50	28,512 2,376.00	30,150 2,512.50	31,698 2,641.50	33,258 2,771.50	34,938 2,911.50	36,156 3,013.00	37,428 3,119.00	38,730 3,227.50	40,158 3,346.50	41,316 3,443.00	
2	MONTHLY	28,512 2,376.00	30,150 2,512.50	31,698 2,641.50	33,258 2,771.50	34,938 2,911.50	36,696 3,058.00	37,980 3,165.00	39,288 3,274.00	40,662 3,388.50	42,174 3,514.50	43,628 3,619.00	
3	MONTHLY	32,946 2,745.50	34,584 2,882.00	36,336 3,028.00	38,166 3,180.50	40,062 3,338.50	42,048 3,504.00	43,428 3,619.00	44,796 3,733.00	46,236 3,853.00	47,724 3,977.00	49,164 4,097.00	
4	MONTHLY	37,266 3,105.50	39,114 3,259.50	41,046 3,420.50	43,104 3,592.00	45,246 3,770.50	47,526 3,960.50	49,972 4,081.00	50,484 4,207.00	52,008 4,334.00	53,598 4,466.50	54,954 4,579.50	
5	MONTHLY	41,046 3,420.50	43,104 3,592.00	45,246 3,770.50	47,526 3,960.50	49,884 4,157.00	52,356 4,363.00	53,844 4,487.00	55,362 4,613.50	56,904 4,742.00	58,308 4,859.00	59,148 4,979.00	
6	MONTHLY	53,064 4,422.00	58,158 4,846.50	63,750 5,312.50	69,894 5,824.50								
7	MONTHLY	55,962 4,663.50	61,554 5,129.50	67,704 5,642.00	74,666 6,205.50								
8	MONTHLY	61,554 5,129.50	67,704 5,642.00	74,666 6,205.50	81,924 6,877.00								

SCHEDULE D
OCTOBER 1, 1990
SALARY SCHEDULE FOR
SNOW POLICE PERSONNEL

CLASS GRADE	ENTRANCE RATE		MAXIMUM RATE								
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
1 ANNUAL MONTHLY	27,534	29,226	30,906	32,690	34,092	35,814	37,062	38,364	39,696	41,160	42,348
	2,294.50	2,435.50	2,575.50	2,707.50	2,841.00	2,984.50	3,088.50	3,197.00	3,308.00	3,430.00	3,529.00
2 ANNUAL MONTHLY	29,226	30,906	32,690	34,092	35,814	37,614	38,928	40,272	41,676	43,230	44,514
	2,435.50	2,575.50	2,707.50	2,841.00	2,984.50	3,134.50	3,244.00	3,356.00	3,473.00	3,602.50	3,709.50
3 ANNUAL MONTHLY	31,768	35,448	37,242	39,120	41,064	43,098	44,514	46,918	47,394	48,918	50,394
	2,814.00	2,954.00	3,103.50	3,260.00	3,422.00	3,591.50	3,709.50	3,826.50	3,949.50	4,076.50	4,199.50
4 ANNUAL MONTHLY	38,196	40,092	42,072	44,184	46,380	48,714	50,196	51,744	53,310	54,936	56,328
	3,183.00	3,341.00	3,506.00	3,682.00	3,865.00	4,059.50	4,183.00	4,312.00	4,442.50	4,578.00	4,694.00
5 ANNUAL MONTHLY	42,072	44,184	46,380	48,714	51,132	53,644	55,188	56,768	58,326	59,766	60,624
	3,506.00	3,682.00	3,865.00	4,059.50	4,261.00	4,472.00	4,599.00	4,729.00	4,860.50	4,990.50	5,052.00
6 ANNUAL MONTHLY	54,390	59,610	65,346	71,640							
	4,532.50	4,967.50	5,445.50	5,970.00							
7 ANNUAL MONTHLY	57,360	63,090	69,396	76,326							
	4,780.00	5,257.50	5,783.00	6,360.50							
8 ANNUAL MONTHLY	63,090	69,396	76,326	81,970							
	5,257.50	5,783.00	6,360.50	6,997.50							

SCHEDULE F

JANUARY 1, 1990

SALARY SCHEDULE FOR UNEMPLOYED
FIRE DEPARTMENT POSITIONS

CLASS GRADE	ENTRANCE RATE		MAXIMUM RATE									
	STEP 1 FIRST 6 MOS	STEP 2 AFTER 6 MOS	STEP 3 AFTER 18 MOS	STEP 4 AFTER 30 MOS	STEP 5 AFTER 42 MOS	STEP 6 AFTER 54 MOS	STEP 7 AFTER 10 YRS OF SERVICE	STEP 8 AFTER 15 YRS OF SERVICE	STEP 9 AFTER 20 YRS OF SERVICE	STEP 10 AFTER 25 YRS OF SERVICE	STEP 11 AFTER 30 YRS OF SERVICE	
1 ANNUAL MONTHLY	26,334 2,194.50	27,954 2,329.50	29,556 2,463.00	31,074 2,589.50	32,604 2,717.00	34,254 2,854.50	35,448 2,954.00	36,696 3,058.00	37,948 3,164.00	39,372 3,281.00	40,506 3,375.50	
2 ANNUAL MONTHLY	27,954 2,329.50	29,556 2,463.00	31,074 2,589.50	32,604 2,717.00	34,254 2,854.50	35,976 2,998.00	37,236 3,103.00	38,620 3,210.00	39,864 3,322.00	41,346 3,445.50	42,576 3,548.00	
3 ANNUAL MONTHLY	28,356 2,363.00	29,952 2,496.00	31,476 2,623.00	33,000 2,750.00	34,656 2,888.00	36,384 3,032.00	37,632 3,136.00	38,922 3,243.50	40,266 3,355.50	41,742 3,478.50	42,978 3,591.50	
3A ANNUAL MONTHLY	28,926 2,410.50	30,552 2,546.00	32,106 2,675.50	33,660 2,805.00	35,352 2,946.00	37,110 3,092.50	38,362 3,196.50	39,702 3,308.50	41,070 3,422.50	42,576 3,568.00	43,836 3,653.00	
4 ANNUAL MONTHLY	31,798 2,691.50	33,906 2,825.50	35,622 2,968.50	37,416 3,118.00	39,276 3,273.00	41,226 3,435.50	42,576 3,548.00	43,920 3,660.00	45,330 3,777.50	46,788 3,899.00	48,198 4,016.50	
5 ANNUAL MONTHLY	36,534 3,044.50	38,346 3,195.50	40,242 3,353.50	42,258 3,521.50	44,358 3,696.50	46,596 3,883.00	48,012 4,001.00	49,694 4,124.50	50,988 4,248.00	52,548 4,379.00	53,874 4,489.50	
6 ANNUAL MONTHLY	40,242 3,353.50	42,258 3,521.50	44,358 3,696.50	46,596 3,883.00	48,906 4,075.50	51,330 4,277.50	52,788 4,399.00	54,276 4,523.00	55,788 4,649.00	57,162 4,763.50	57,990 4,832.50	
7 ANNUAL MONTHLY	49,878 4,156.50	54,864 4,572.00	60,348 5,029.00	66,378 5,531.50								
8 ANNUAL MONTHLY	54,864 4,572.00	60,348 5,029.00	66,378 5,531.50	73,008 6,084.00								
9 ANNUAL MONTHLY	60,348 5,029.00	66,378 5,531.50	73,008 6,084.00	80,316 6,693.00								

SCHEDULE F

OCTOBER 1, 1990

SALARY SCHEDULE FOR UNIFORMED
FIRES DEPARTMENT POSITIONS

CLASS GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		STEP 10		STEP 11			
	FIRST 6 MOS	ENTRANCE RATE	AFTER 6 MOS	AFTER 18 MOS	AFTER 30 MOS	AFTER 42 MOS	AFTER 54 MOS	AFTER 66 MOS	AFTER 78 MOS	AFTER 90 MOS	AFTER 102 MOS	AFTER 114 MOS	AFTER 126 MOS	AFTER 138 MOS	AFTER 150 MOS	AFTER 162 MOS	AFTER 174 MOS	AFTER 186 MOS	AFTER 198 MOS	AFTER 210 MOS	AFTER 222 MOS	AFTER 234 MOS	AFTER 246 MOS	
1 ANNUAL MONTHLY	27,534	2,794.50	29,226	30,906	32,690	34,092	35,014	35,814	36,092	36,841.00	37,062	37,664	38,364	39,066	39,696	40,364	41,066	41,766	42,466	43,166	43,866	44,566	45,266	45,966
2 ANNUAL MONTHLY	29,226	2,435.50	30,906	32,690	34,092	34,841.00	35,614	36,364	37,062	37,664	38,364	39,066	39,766	40,466	41,166	41,866	42,566	43,266	43,966	44,666	45,366	46,066	46,766	47,466
3 ANNUAL MONTHLY	29,652	2,471.00	31,314	32,910	34,500	35,234	36,040	36,802	37,542	38,278	39,002	39,722	40,438	41,152	41,866	42,578	43,288	43,996	44,702	45,408	46,114	46,820	47,526	48,232
3A ANNUAL MONTHLY	30,240	2,520.00	31,944	33,564	35,190	35,960	36,760	37,540	38,320	39,100	39,880	40,660	41,440	42,220	43,000	43,780	44,560	45,340	46,120	46,900	47,680	48,460	49,240	50,020
4 ANNUAL MONTHLY	31,748	2,814.00	33,448	35,048	36,648	37,242	37,836	38,430	39,024	39,618	40,212	40,806	41,400	42,000	42,600	43,200	43,800	44,400	45,000	45,600	46,200	46,800	47,400	48,000
5 ANNUAL MONTHLY	38,196	3,183.00	40,092	41,654	43,184	44,184	45,184	46,184	47,184	48,184	49,184	50,184	51,184	52,184	53,184	54,184	55,184	56,184	57,184	58,184	59,184	60,184	61,184	62,184
6 ANNUAL MONTHLY	41,654	3,454.50	44,184	46,380	48,576	49,576	50,576	51,576	52,576	53,576	54,576	55,576	56,576	57,576	58,576	59,576	60,576	61,576	62,576	63,576	64,576	65,576	66,576	67,576
7 ANNUAL MONTHLY	52,146	4,345.50	57,360	63,090	69,396	76,326	83,262	90,198	97,134	104,070	111,006	117,942	124,878	131,814	138,750	145,686	152,622	159,558	166,494	173,430	180,366	187,302	194,238	201,174
8 ANNUAL MONTHLY	57,360	4,760.00	63,090	69,396	76,326	83,262	90,198	97,134	104,070	111,006	117,942	124,878	131,814	138,750	145,686	152,622	159,558	166,494	173,430	180,366	187,302	194,238	201,174	208,110
9 ANNUAL MONTHLY	63,090	5,257.50	69,396	76,326	83,262	90,198	97,134	104,070	111,006	117,942	124,878	131,814	138,750	145,686	152,622	159,558	166,494	173,430	180,366	187,302	194,238	201,174	208,110	215,046

Department of Police
Sergeants, Lieutenants and Captains
MONTHLY OVERTIME ALLOWANCE

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
SERGEANT												
	D-3											
	MONTHLY	\$61.92	\$98.22	\$94.26	\$96.76	\$104.44	\$111.55	\$121.73	\$139.66	\$155.50	\$181.81	\$185.84
LIEUTENANT												
	D-4											
	MONTHLY	\$66.69	\$96.08	\$107.70	\$110.88	\$119.62	\$125.10	\$148.82	\$170.61	\$196.83	\$234.27	\$263.47
CAPTAIN												
	D-5											
	MONTHLY	\$68.26	\$98.97	\$109.94	\$112.20	\$121.33	\$130.67	\$165.61	\$202.74	\$243.47	\$316.45	\$405.17

Department of Police
Sergeants, Lieutenants and Captains
MONTHLY OVERTIME ALLOWANCE

JULY 1, 1990		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
SERGEANT	D-3											
MONTHLY		\$63.16	\$89.99	\$96.15	\$98.70	\$106.53	\$113.78	\$126.71	\$142.46	\$159.61	\$186.44	\$189.56
LIEUTENANT	D-4											
MONTHLY		\$68.02	\$96.00	\$109.86	\$113.10	\$122.02	\$127.61	\$151.80	\$174.03	\$200.77	\$238.96	\$268.74
CAPTAIN	D-5											
MONTHLY		\$69.63	\$100.95	\$112.14	\$114.44	\$123.76	\$133.28	\$168.92	\$206.80	\$248.34	\$322.78	\$413.28

Department of Police
Sergeants, Lieutenants and Captains
MONTHLY OVERTIME ALLOWANCE

OCTOBER 1, 1990		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
SERGEANT	D-3											
MONTHLY		\$64.74	\$92.23	\$98.55	\$101.17	\$109.19	\$116.62	\$129.36	\$146.02	\$162.58	\$190.08	\$194.29
LIEUTENANT	D-4											
MONTHLY		\$69.73	\$100.45	\$112.60	\$115.93	\$125.07	\$130.80	\$155.59	\$178.38	\$205.79	\$244.93	\$275.46
CAPTAIN	D-5											
MONTHLY		\$71.37	\$103.47	\$114.94	\$117.31	\$126.85	\$136.61	\$173.14	\$211.97	\$254.55	\$330.85	\$423.61

(Continued from page 11117)

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr --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 is a home rule unit of government 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 sum of \$651,000, not previously appropriated, representing 1989 year-end surplus, is hereby appropriated from Fund 100 -- Corporate for the Year 1990. The Annual Appropriation Ordinance for the Year 1990, as amended, is hereby further amended by striking the words and figures and inserting the words and figures indicated in the attached Exhibit A.

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

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

*Exhibit "A".**Amendments To The 1990 Annual Appropriation Ordinance.*

100 -- Corporate Fund

Code	Department And Item	Strike		Insert	
		No.	Amount	No.	Amount
	Cash		\$ 44,000,000	\$	44,651,000
	Surplus (Net Current Assets) at January 1, 1990		9,000,000		9,651,000
	Total Appropriable for Charges and Expenditures (exclusive of liabilities at January 1, 1990)		1,618,221,000		1,618,872,000
	Department Of Health-- 41-1005				
	Bureau of Comprehensive Personal/Community Health Services -- 3045				
.0005	Salaries and Wages -- On Payroll		\$32,562,954		\$32,899,684
.0140	Professional and Technical Services		190,714		415,714
.0150	Publications and Reproductions -- Outside Services to be Expended with the Prior Approval of the Director of Graphics and Reproduction Center		75,773		97,773

Code	Department And Item	Strike		Insert	
		No.	Amount	No.	Amount
.0151	Publications and Reproduction -- In House Services		\$139,006		\$162,006
.0162	Repair and Maintenance of Equipment		278,137		279,407
.0186	Telephone -- Equipment and Lease Charges		43,669		44,069
.0189	Telephone -- Non Centrex Billing		191,693		194,293
.0270	Local Transportation		22,745		26,745
.0445	Technical and Scientific Equipment				36,000
3419	Health Educator I			3	\$16,152
3128	Lab Technician I			3	13,980
2157	Building Inspector			10	26,292
0834	Typist			1	11,556
0669	Remote Terminal Operator			2	14,652
0429	Clerk II			2	13,368
	Turnover		\$2,431,283		\$2,515,465

CORRECTIONS AND REVISIONS TO 1990 ANNUAL
APPROPRIATION ORDINANCE, AS AMENDED,
NECESSARY FOR COMMISSION ON
HUMAN RELATIONS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance amending the 1990 Annual Appropriation Ordinance, as amended, authorizing a series of corrections and revisions necessary for the Commission on Human Relations, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Roti, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Gutierrez, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith -- 30.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Shaw, Langford, Streeter, J. Evans, Garcia, Davis, Figueroa, Shiller, Orr -- 14.

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

* Please see page 11789 for final disposition of this ordinance.

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 1990, as amended, is hereby further amended by striking the words and figures and inserting the words and figures indicated in the attached Exhibit A.

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

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

Exhibit "A".

Amendment To The 1990 Annual Appropriation.

100 -- Corporate Fund

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		Commission On Human Relations -- 45-2005		
	.0011	Contract Wage Increment -- Salary	\$10,021	\$21,230
	.0015	Schedule Salary Adjustments	5,044	11,454
	.0126	Office Conveniences	450	2,225
	.0130	Postage	5,000	22,000
	.0140	Professional and Technical Services	0	35,300
	.0146	Studies	0	4,500

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
	.0149	For the Purchase, Licensing, and Maintenance of Software Products	\$1,485	\$2,885
	.0150	Publications and Reproduction -- Outside	2,500	13,500
	.0154	For the Rental and Maintenance of Data Processing, Office Automation, and Data Communications Hardware	1,250	3,250
	.0157	Rental of Equipment and Services	9,600	13,786
	.0159	Lease -- Purchase Agreements	0	2,750
	.0162	Repair Maintenance of Equipment	1,200	6,671
	.0166	Dues, Subscriptions, and Memberships	2,240	5,020
	.0169	Technical Meeting Costs	1,500	5,300
	.0173	For Purchase of Equipment	0	10,200
	.0186	Telephone -- Equipment and Lease Charges	2,600	10,650
	.0190	Telephone -- Centrex Billings	10,512	23,962
	.0245	Reimbursement to Travelers	6,850	8,850
	.0270	Local Transportation	3,500	5,900
	.0229	Transportation and Expense Allowance	1,020	2,620
	.0348	Books and Related Materials	0	1,600

Page	Code	Department And Item	Strike		Insert	
			No.	Amount	No.	Amount
	.0350	Stationary and Office Supplies		\$4,000		\$14,700
	.0424	Furniture and Furnishings		0		25,400
	.0700	Contingencies		22,000		22,250
		Promoting Human Relations -- 3005				
	9739	Deputy Director	1	\$42,288		
	3065	Program Director Human Relations	1	35,256		
	3856	Community Liaison	1	37,008		
	3009	Human Relations Officer I	1	17,796		
	5850	Veteran Liaison	1	35,256		
	0305	Assistant to the Director			1	\$28,968
	9776	Assistant Director			1	40,488
	3076	Coordinator of Community Services			2	38,736
	3892	Community Service Specialist			1	21,636
	2922	Research Analyst			1	21,636
	0826	Principal Typist			1	16,152
	0826	Principal Typist			1	15,360
	1749	Director of Program Services			1	38,736
	1749	Director of Program			1	31,968

Page	Code	Department And Item	Strike No.	Amount	Insert No.	Amount
		Services				
	0308	Staff Assistant	1			\$25,032
	0308	Staff Assistant	1			23,832
	0306	Assistant to the Director	1			33,540
	9732	Director of Education and Intergroup Relations	1			48,588
	9738	Chairperson of the Commission on Human Rights	1			80,000
	9729	Director of Human Rights Compliance	1			48,588
	1746	Program Specialist II	1			30,456
	1725	Research Assistant	1			17,796
	0413	Inquiry Aide I	1			14,652
	0303	Administrative Assistant III	1			25,032
	3966	Community Resource Specialist	1			25,032
		Advisory Council On African Affairs -- 3010				
	0809	Executive Secretary I	1			\$17,796
	9650	Director	1			48,588
		Advisory Council On Arab Affairs -- 3015				
	0809	Executive Secretary I	1			\$17,796

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
	9650	Director		1 \$48,588
		Advisory Council On Asian Affairs -- 3020		
	0809	Executive Secretary I		1 \$18,708
	9650	Director		1 48,588
		Advisory Council On Gay and Lesbian Issues -- 3025		
	0809	Executive Secretary I		1 \$17,796
	9650	Director		1 48,588
		Advisory Council On Latino Affairs -- 3030		
	0810	Executive Secretary II		1 \$26,292
	9650	Director		1 48,588
		Advisory Council On Women -- 3035		
	0809	Executive Secretary I		1 \$17,796
	9650	Director		1 48,588
		Advisory Council On Veterans Affairs -- 3045		
	0809	Executive Secretary I		1 \$17,796

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
	9650	Director		1 \$48,588
		Advisory Council On Immigration And Refugee Affairs -- 3050		
	0809	Executive Secretary I		1 \$17,796
	9650	Director		1 48,588
		Less Turnover	\$27,275	\$52,059
		Asian-American Commission -- 46-2005		
	.0011	Contract Wage Increment -- Salary	\$3,085	
	.0015	Schedule Salary Adjustments	2,448	
	.0126	Office Conveniences	700	
	.0130	Postage	6,500	
	.0149	For the Purchase, Licensing, and Maintenance of Software Products	800	
	.0151	Publications and Reproduction In-House	12,000	
	.0157	Rental of Equipment and Services	800	
	.0159	Lease-Purchase Agreements	1,400	
	.0162	Repair Maintenance of Equipment	1,220	

Page	Code	Department And Item	Strike		Insert	
			No.	Amount	No.	Amount
	.0166	Dues, Subscriptions, and Memberships		\$1,300		
	.0169	Technical Meeting Costs		1,000		
	.0186	Telephone -- Equipment and Lease Charges		4,000		
	.0190	Telephone -- Centrex Billings		4,000		
	.0245	Reimbursement to Travelers		1,000		
	.0270	Local Transportation		1,000		
	.0229	Transportation and Expense Allowance		1,000		
	.0348	Books and Related Materials		1,000		
	.0350	Stationery and Office Supplies		4,000		
	.0700	Contingencies		250		
		Administration -- 3005				
	9650	Executive Director	1	\$48,588		
	3966	Community Resource Specialist	1	25,032		
	1749	Director of Program Services	1	31,968		
	0809	Executive Secretary I	1	18,708		
	0308	Staff Assistant	1	25,032		
	0306	Assistant to the Director	1	33,540		
		Less Turnover		\$17,350		

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		Chicago Commission On Women's Affairs -- 49-2005		
	.0011	Contract Wage Increment -- Salary	\$ 4,263	
	.0015	Schedule Salary Adjustments	1,994	
	.0126	Office Conveniences	375	
	.0130	Postage	4,000	
	.0140	Professional and Technical Services.	10,300	
	.0150	Publications and Reproduction -- Outside	11,000	
	.0151	Publications and Reproduction In-House	14,500	
	.0157	Rental of Equipment and Services	2,175	
	.0159	Lease-Purchase Agreements	1,350	
	.0162	Repair Maintenance of Equipment	1,500	
	.0166	Dues, Subscriptions, and Memberships	880	
	.0169	Technical Meeting Costs	2,000	
	.0173	For Purchase of Equipment	1,200	
	.0186	Telephone -- Equipment and Lease Charges	3,750	
	.0190	Telephone -- Centrex Billings	4,350	
	.0245	Reimbursement to Travelers	1,000	

Page	Code	Department And Item	Strike No.	Amount	Insert No.	Amount
	.0270	Local Transportation		\$700		
	.0350	Stationery and Office Supplies		3,000		
	.0424	Furniture and Furnishings		400		
		Administration -- 3005				
	9775	Director of Office of Women's Affairs	1	\$48,588		
	9776	Assistant Director	1	40,488		
	3076	Coordinator of Community Services	1	38,736		
	2922	Research Analyst	1	21,636		
	1746	Program Specialist II	1	30,456		
	1725	Research Assistant	1	17,796		
	0826	Principal Typist	1	16,152		
	0809	Executive Secretary I	1	17,796		
	0413	Inquiry Aide I	1	14,652		
	0303	Administrative Assistant III	1	25,032		
		Less Turnover		\$7,434		
		Latino Affairs Commission -- 51-2005				
	.0011	Contract Wage Increment -- Salary		\$3,861		
	.0015	Schedule Salary Adjustments		1,968		

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
	.0126	Office Conveniences	\$700	
	.0130	Postage	6,500	
	.0146	Studies	4,500	
	.0149	For the Purchases, Licensing, and Maintenance of Software Products	600	
	.0151	Publications and Reproduction In-House	1,000	
	.0154	For the Rental and Maintenance of Data Processing, Office Automation, and Data Communications Hardware	2,000	
	.0157	Rental of Equipment and Services	1,211	
	.0162	Repair Maintenance of Equipment	2,751	
	.0166	Dues, Subscriptions, and Memberships	600	
	.0169	Technical Meeting Costs	800	
	.0173	For Purchase of Equipment	9,000	
	.0186	Telephone -- Equipment and Lease Charges	300	
	.0190	Telephone -- Centrex Billings	5,100	
	.0270	Local Transportation	700	
	.0229	Transportation and Expense Allowance	600	
	.0348	Books and Related Materials	600	
	.0350	Stationery and Office Supplies	3,700	

Page	Code	Department And Item	Strike No.	Amount	Insert No.	Amount
		Administration -- 3005				
	9650	Executive Director	1	\$48,588		
	3076	Coordinator of Community Services	1	38,736		
	2056	Research Associate	1	37,008		
	1749	Director of Program Services	1	38,736		
	0826	Principal Typist	1	15,360		
	0810	Executive Secretary II	1	26,292		
	0308	Staff Assistant	1	23,832		
		Finance General -- 99-2005				
	.0042	Cost of Claims for Medical Care		\$102,598,052		\$102,222,064

**COMMITTEE ON COMMITTEES, RULES
AND ETHICS.**

Re-Referred -- UNITED STATES CONGRESS AND DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT SECRETARY JACK KEMP URGED TO
INITIATE POLICY OBJECTIVES TO ADDRESS SUBSIDIZED
HOUSING CRISIS AND TO APPROVE PROPERTY
AT 850 EAST WRIGHTWOOD AVENUE
AS AFFORDABLE HOUSING
STOCK.

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

CHICAGO, February 6, 1990.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on February 6, 1990 for the purpose of considering a resolution regarding housing units subsidized by H.U.D., having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Re-Refer* said resolution to your Committee on Housing, Land Acquisition, Disposition and Leases.

This recommendation was concurred in by unanimous vote of the members of the committee.

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 Housing, Land Acquisition, Disposition and Leases*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

COMMITTEE ON ECONOMIC DEVELOPMENT.

APPROVAL OF PROPERTY AT 3220 WEST GRAND AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

The Committee on Economic Development submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed resolution transmitted by Alderman Sheneather Butler, requesting a Class 6(b) Real Property Classification under the tax incentive provisions of the Cook County Real Property Classification Ordinance for the Rubschlager Baking Corporation, 3220 West Grand Avenue in the City of Chicago, begs leave to recommend that Your Honorable Body *Adopt* said proposed resolution which is transmitted herewith.

This recommendation was concurred in by six (6) members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

Alderman Natarus 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 and occupy property which is located within Cook County and used for manufacturing purposes; and

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

WHEREAS, The Rubschlager Baking Corporation is the owner of the property commonly known as 3220 West Grand Avenue, Chicago, Illinois (hereinafter referred to as the "subject property"), and is carrying out a substantial addition to the building located on the subject property with the expectation that said property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The permanent index numbers for the subject property are 16-02-430-004-0000, 16-02-430-005-0000 and 16-02-430-006-0000; and

WHEREAS, The subject property is used for manufacturing purposes (large-scale baking for the wholesale trade) by the Rubschlager Baking Corporation; and

WHEREAS, The Rubschlager Baking Corporation has received from the Office of the Cook County Assessor acknowledgement of receipt of a Pre-Eligibility Application for 6(b) classification under the Cook County Real Property Classification Ordinance; and

WHEREAS, Substantial construction work is planned and sums have been expended to this purpose; and

WHEREAS, This new construction on and use of the subject property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, Notwithstanding the Class 6(b) status of the subject property, the new construction and utilization thereof 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 that Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance are both appropriate and necessary for the development of the subject property; and that 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), and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Numbers 16-02-430-004-0000, 16-02-430-005-0000 and 16-02-430-006-0000; and the Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

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

COMMITTEE ON HOUSING, LAND ACQUISITION,
DISPOSITION AND LEASES.

APPOINTMENT OF MR. CLYDE MARTIN AS MEMBER OF
BOARD OF DEPARTMENT OF URBAN RENEWAL.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, having had under consideration a signed communication from the Mayor, appointing Clyde Martin as a member of the Board of the Department of Urban Renewal for a term expiring January 1, 1991, to succeed Ed Williams, recommends that Your Honorable Body *Approve* said communication, which is transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Clyde Martin as a member of the Board of the Department of Urban Renewal was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

APPOINTMENT OF MR. PETER FASSAES AS MEMBER OF
BOARD OF DEPARTMENT OF URBAN RENEWAL.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, having had under consideration a signed communication from the Mayor, appointing Peter Fassaes as a member of the Board of the Department of Urban Renewal for a term expiring January 1, 1991, to succeed Michael Segal, recommends that Your Honorable Body *Approve* said communication, which is transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Peter Fassaes as a member of the Board of the Department of Urban Renewal was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

REAPPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF
BOARD OF DIRECTORS OF CHICAGO LOW INCOME
HOUSING TRUST FUND.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, having had under consideration a signed communication from the Mayor, reappointing the following persons as members of the Board of Directors of the Chicago Low Income Housing Trust Fund for terms expiring December 31, 1991:

Reverend William L. Casady

Heron Lee O'Neal

Betty Jean Pegues

Rebecca R. Riley

Emma Jean Robinson

Hipolito Roldan

Edward J. Williams,

recommends that Your Honorable Body *Approve* said communication which is transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, the committee's recommendation was *Concurred In* and the said proposed reappointments of Reverend William L. Casady, Mr. Heron Lee O'Neal, Ms. Betty Jean Pegues, Ms. Rebecca R. Riley, Ms. Emma Jean Robinson, Mr. Hipolito Roldan and Mr. Edward J. Williams as members of the Board of Directors of the Chicago Low Income Housing Trust Fund were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

ESTABLISHMENT OF URBAN HOMESTEAD PROGRAM.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, having had under consideration a proposed ordinance, with a signed communication from the Mayor and a subsequent substitute ordinance, with a signed communication from the Mayor authorizing the establishment of the Urban Homestead Program. This program will convey properties owned by the United States Department of Housing and Urban Development to citizens of low and moderate income, pursuant to Section 810 of the Federal Housing and Community Development Act of 1974, recommends that Your Honorable Body *Pass* said proposed substitute ordinance, which is transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, the said proposed substitute ordinance 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government as defined in Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a serious shortage of decent, safe and sanitary housing available to persons of low and moderate income; and

WHEREAS, There exists within the City vacant properties owned by the United States Department of Housing and Urban Development ("H.U.D."); and

WHEREAS, Pursuant to Section 810 of the Federal Housing and Community Development Act of 1974, the Secretary of H.U.D. is authorized to transfer properties to local municipalities for use in Urban Homesteading Programs; now, therefore,

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

SECTION 1. There is hereby established the Urban Homesteading Program ("Program"). This Program shall be administered by the Department of Housing.

The Department of Housing is authorized to:

1. Develop a plan for a coordinated approach toward neighborhood improvement.

2. Provide citizens with an adequate opportunity to express preferences about the location of homesteading properties, and to comment on the plan for a coordinated approach toward neighborhood improvement.
3. Select properties suitable for homesteading and rehabilitation.
4. Create procedures for marketing homesteading properties.
5. Select persons in a nondiscriminatory manner who are qualified to participate in the Program.
6. Assist in arranging for rehabilitation financing for properties conveyed to homesteaders.
7. Monitor the rehabilitation of homesteading properties.
8. Maintain records of the Program for review by H.U.D. and the public.
9. Insure compliance with lead-based paint procedures and all environmental responsibilities set forth in the federal statutes and regulations; and
10. Promulgate guidelines, requirements, rules and regulations necessary to effectuate the Program.

SECTION 2. The Mayor and the Commissioner of Housing are authorized to execute the Urban Homesteading Agreement between the City and H.U.D., and the Urban Homesteading Program Certifications required by H.U.D.

SECTION 3. Subject to the approval of the City Council, the Commissioner of Housing is authorized to accept conveyances of properties from H.U.D. which are specifically identified for use in the Urban Homesteading Program, and to execute all other documents necessary to effectuate such transfers.

SECTION 4. Subject to the approval of the City Council, the Mayor or his proxy is authorized to execute and the City Clerk to attest the quitclaim deeds conveying the property to each homesteader. The Mayor or the Commissioner of Housing is authorized to negotiate and execute the Urban Homesteading Agreement between the City and each homesteader, and all other documents necessary to effectuate the transfer from the City to the homesteader. Each quitclaim deed shall contain a condition that the homesteader must occupy the property as his or her principal residence for a period of five years and shall not convey the property during the five year period except for financing purposes without the prior written consent of the City of Chicago.

SECTION 5. This ordinance shall be effective upon its passage.

AUTHORITY GRANTED TO ADVERTISE FOR SALE
CITY-OWNED VACANT PROPERTY AT
SUNDRY LOCATIONS.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, January 24, 1990.

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 with twenty-four ordinances granting the authority to advertise for sale city- owned property at the following locations:

11 North Ada Street;

15 North Ada Street;

3129 -- 3131 West Arthington Street;

743 North Christiana Avenue;

1944 West Crystal Street;

1911 West Ellen Street;

3232 West Evergreen Avenue;

1002 North Francisco Avenue;

2620 South Green Street;

2229 North Hoyne Avenue;

1417 North Kilbourn Avenue;

4853 -- 4855 South Langley Avenue;

3244 -- 3248 West Lexington Street;

3123 West Moffat Street;
3623 South Prairie Avenue;

5626 South Racine Avenue;
6948 South Racine Avenue;
3122 -- 3126 West Warren Boulevard;
3101 -- 3103 West Washington Boulevard;
3130 West Washington Boulevard;

3137 West Washington Boulevard;
1329 North Wolcott Avenue;
1256 North Wood Street; and
1124 West 31st Street,

having had the same under advisement begs leave to report and recommend that your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

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

11 North Ada Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 18 (except the east 5 feet) in Eastman's Subdivision of part of Lots 7 and 8 in Cook County Circuit Court Partition of the southwest quarter of Section 8, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 11 North Ada Street, Permanent Tax No. 17-08-336-018)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

15 North Ada Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary,

appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 16 in Eastman's Subdivision of part of Lots 7 and 8 in Cook County Circuit Court Partition of the southwest quarter of Section 8, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 15 North Ada Street, Permanent Tax No. 17-08-336-016)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

3129 -- 3131 West Arthington Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 12 and 13 in Block 3 in subdivision of the south 45 acres of the west half of the southwest quarter of Section 13, Township 39 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3129 -- 3131 West Arthington Street, Permanent Tax Nos. 16-13-316-017 and 016)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

743 North Christiana Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 in the resubdivision of Lots 12 to 29 in Maltbys Subdivision of east half of northwest quarter of northeast quarter of northeast quarter of Section 11, Township 39 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 743 North Christiana Avenue, Permanent Tax No. 16-11-205-010)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1944 West Crystal Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 6 in Block 1 in Joseph Peacock's Subdivision of the south 6 acres of the west 10 acres of the south 25 acres of the west half of the northeast quarter of Section 6, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1944 West Crystal Street, Permanent Tax No. 17-06-225-024)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1911 West Ellen Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 44 in Block 1 in Baird and Bradley's Subdivision of the north 4 acres of the west 10 acres of the south 25 acres of the west half of the northeast quarter of Section 6, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1911 West Ellen Street, Permanent Tax No. 17-06-216-090)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

3232 West Evergreen Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

the west 18 feet of Lot 15 and east 14 feet of Lot 16, in Block 1 in Weage Eberhart and Bartlett's Subdivision of the southeast quarter of the northeast quarter of Section 2, Township 39 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3232 West Evergreen Avenue, Permanent Tax No. 16-02-219-024)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1002 North Francisco Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 14 in Block 11 in Carter's Resubdivision of Blocks 1, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14, 15 and Lots 2, 4 and 5 in Block 17, all in Carter's Subdivision of Blocks 1, 2, 3, 4 and 7 in Clifford's Addition to Chicago, in Section 1, Township 39 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1002 North Francisco Avenue, Permanent Tax No. 16-01-310-026)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

2620 South Green Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

the north 25 feet of the south 50 feet of the east 100 feet of Lot 3 in Block 2 in Healy Brother's Subdivision of part of Lots 1 and 2 in Block 24 in Canal Trustees' Subdivision of Section 29, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2620 South Green Street, Permanent Tax No. 17-29-418-037)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

2229 North Hoyne Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 11 in Block 9 in Vincent, a subdivision of the northeast quarter of the northwest quarter of Section 31, Township 40 North, Range 14 (except railroad), east of the

Third Principal Meridian, in Cook County, Illinois (commonly known as 2229 North Hoyne Avenue, Permanent Tax No. 14-31-116-006)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1417 South Kilbourn Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 41 in Block 2 in Brenock's Addition to Chicago, the east 10 acres of the north half of the southeast quarter of the northwest quarter of Section 22, Township 39 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1417 South Kilbourn Avenue, Permanent Tax No. 16-22-109-007)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

4853 -- 4855 South Langley Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 27 and the south 17 feet of Lot 28 (except the west 6 feet of said lots) in A. G. Spaulding's Subdivision of the west half of the southeast quarter of the northeast quarter of Section 10, Township 38 North, Range 14, east of the Third Principal Meridian in Cook County, Illinois (commonly known as 4853 -- 4855 South Langley Avenue, Permanent Tax No. 20-10-213-018)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

3244 -- 3248 West Lexington Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary,

appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 33 and 34 in Block 3 in George K. Schoenberger Subdivision of the east quarter of the north 40 rods of the southeast quarter of Section 14, and the northwest quarter of the northwest quarter of the southwest quarter of Section 13, Township 39 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3244 -- 3248 West Lexington Street, Permanent Tax Nos. 16-14-407-023 and 022)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

3123 West Moffat Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 25 in Block 4 in Nils F. Olson's Subdivision of all that part of the northwest quarter of the southwest quarter of Section 36, Township 40 North, Range 13, east of the Third Principal Meridian, lying west of Clarkson Avenue, in Cook County, Illinois (commonly known as 3123 West Moffat Street, Permanent Tax No. 13-36-309-011)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

3623 South Prairie Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 39 and 40 in Block 1 in Scammon's Nelson Subdivision of the southwest quarter of the northeast quarter of the southwest quarter of Section 34, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3623 South Prairie Avenue, Permanent Tax Nos. 17-34-310-037 and 038)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

5626 South Racine Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 37 and 38 in Block 3 in Snyder's Subdivision of the west half of the northwest quarter of the northeast quarter of Section 17, Township 38 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5626 South Racine Avenue, Permanent Tax Nos. 20-17-208-011 and 012)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

6948 South Racine Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 548 in Wedell and Cox's Addition to Englewood, said addition being a subdivision of the east half of the southwest quarter of Section 20, Township 38 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6948 South Racine Avenue, Permanent Tax No. 20-20-323-033)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

3122 -- 3126 West Warren Boulevard.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 12, 13 and 14 in subdivision of Block 3 in Howard's Subdivision of the north 2.309 acres of Block 23 in David S. Lee & Others' Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3122 -- 3126 West Warren Boulevard, Permenant Tax Nos. 16-12-324-031 and 030)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

3101 -- 3103 West Washington Boulevard.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1 and 2 (except that part of said lots conveyed, taken or used for widening West Washington Street) in Block 3 in Howard's Subdivision of the north 2.309 acres of Block 23 in D. S. Lee and Others' Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois (commonly know as 3101 -- 3103 West Washington Boulevard, Permanent Tax No. 16-12-324-018)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

3130 West Washington Boulevard.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 45 (except that part lying south of the line 714 feet north of and parallel to the south line section deeded to the City of Chicago) in Augustus Belmont's Addition to Chicago being the east 5.211 acres, in Block 21 of Lee Subdivision of the southwest quarter in Section 12, Township 39 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois (commonly know as 3130 West Washington Boulevard, Permanent Tax No. 16-12-319-011)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

3137 West Washington Boulevard.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 4 in Block 22 in D. S. Lee and Others Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3137 West Washington Boulevard, Permanent Tax No. 16-12-324-007)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1329 North Wolcott Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 25 in Block 2 in Pickett's Addition to Chicago in the northeast quarter of Section 6, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1329 North Wolcott Avenue, Permanent Tax No. 17-06-217-020)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1256 North Wood Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 8 in Block 2 in Clarkson's Subdivision of the east 5 acres of the south 25 acres of the west half of the northeast quarter of Section 6, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1256 North Wood Street, Permanent Tax No. 17-06-229-028)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1124 West 31st Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

that part of Lots 3, 4, 5, 6 and 7 in the subdivision of Lot 8 in the subdivision of Lot 5 in Block 27 in Canal Trustee's Subdivision of blocks in the south fraction of Section 29, Township 39 North, Range 14, east of the Third Principal Meridian, commencing at a point on the westerly line of Loomis Street, 75 feet southeasterly of the northeasterly corner of Lot 7; running thence southwesterly parallel to the northwesterly line of

said lots 112.92 feet; thence southeasterly parallel to the westerly line of Loomis Street, 21.21 feet to the north line of West 31st Street; thence east along the north line of West 31st Street, 132.78 feet to the westerly line of Loomis Street; thence northwesterly to the place of beginning, in Cook County, Illinois (commonly known as 1124 West 31st Street, Permanent Tax No. 17-29-329-039)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
VACANT PROPERTY AT SUNDRY LOCATIONS.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, January 24, 1990.

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 acceptance of bids for the properties located at:

3029 West Armitage Avenue;

1612 West Blackhawk Street;

1748 North California Avenue;

3039 South Canal Street;

2229 West Cortland Street;

1325 -- 1327 South Damen Avenue;

2141 -- 2143 West Division Street;

1640 West Erie Street;

2106 -- 2108 West Erie Street;

1232 South Fairfield Avenue;

8434 South Gilbert Court;

1119 -- 1125 South Independence Boulevard/
3722 -- 3726 West Grenshaw Street;

2426 West Madison Street;

4836 West Race Street;

865 North Sedgwick Street;

1829 North Spaulding Avenue;

2415 West Taylor Street;

2419 West Taylor Street;

5701 South Union Avenue;

4601 South Vincennes Avenue;

3519 South Wabash Avenue;

1658 West Walnut Street/
233 -- 241 North Paulina Avenue; and

950 West 33rd Street/
3249 -- 3253 South Morgan Street,

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

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr -- 47.

Nays -- None.

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

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

3029 West Armitage Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Manuel S. Gonzalez and Delia M. Gonzalez, as joint tenants, 3025 West Armitage Avenue, Chicago, Illinois 60647, to purchase for the sum of \$8,500.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed June 14, 1989, pages 1895 -- 1896 described as follows:

the west 1-foot of Lot 3, all of Lot 4 and the east 1-foot 10-3/8 inches of Lot 5 in resubdivision of Lots 43 to 48 in Block 1 in the subdivision of east 19 acres of the west 38 acres of the northwest quarter of the southwest quarter of Section 36, Township 40 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3029 West Armitage Avenue, Permanent Tax No. 13-36-303-002)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$850.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1612 West Blackhawk Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Walter M. Ligety, 5461 North East River Road, Apartment 505, Chicago, Illinois 60656, to purchase for the sum of \$11,100.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed February 10, 1988, pages 10424 -- 10425 described as follows:

Lot 46 in Block 9 in McReynold's Subdivision of part of the east half of the northeast quarter of Section 6, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1612 West Blackhawk Street, Permanent Tax No. 17-06-221-036)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,110.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1748 North California Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Walter Burnett, Jr., 1746 North California Avenue, 2nd floor, Chicago, Illinois 60647, to purchase for the sum of \$3,800.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed June 28, 1989, page 2623 described as follows:

the north half of Lot 3 in Block 9 in Hansbrough and Ness' Subdivision of the east half of the southwest quarter of Section 36, Township 40 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1748 North California Avenue, Permanent Tax No. 13-36-323-022)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$380.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

3039 South Canal Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Richland Group Enterprises, Incorporated, 3016 South Canal Street, Chicago, Illinois 60616, to purchase for the sum of \$30,100.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed October 14, 1988, pages 18391 -- 18392 described as follows:

Lot 16 in Block 5 in David Davis' South Addition being a subdivision of the southeast quarter of the southwest quarter (except the east 83 feet) in Section 28, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3039 South Canal Street, Permanent Tax No. 17-28-325-027)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$3,010.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

2229 West Cortland Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Cats Enterprises, 22 Windemere Lane, South Barrington, Illinois 60010, to purchase for the sum of \$15,001.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed February 10, 1988, pages 10425 -- 10426 described as follows:

Lots 19 and 20 in Block 11 in Pierce's Holstein Addition in the north half of the southwest quarter of Section 31, Township 40 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2229 West Cortland Street, Permanent Tax No. 14-31-311-018)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,500.10 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1325 -- 1327 South Damen Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Seplowin & Wish Investments, Incorporated, 3105 West Rockwell Street, Chicago, Illinois 60618, to purchase for the sum of \$60,000, the city-owned vacant property previously advertised pursuant to Council ordinance passed June 14, 1989, page 1908 described as follows:

Lots 39 and 40 in Block 13 in Lee's Addition to Chicago in Section 6, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1325 -- 1327 South Damen Avenue, Permanent Tax No. 17-06-216-046)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$6,000.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

2141 -- 2143 West Division Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Marcial Torres, 3435 West Parker Avenue, Chicago, Illinois 60647, to purchase for the sum of \$22,000.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed June 14, 1989, pages 1908 -- 1909 described as follows:

the west 20 feet of Lot 18 and the east 8 feet of Lot 19 in the subdivision of the north part of Block 2 in Suffern's Subdivision of the southwest quarter of Section 6, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2141 -- 2143 West Division Street, Permanent Tax No. 17-06-302-006)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$2,200.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1640 West Erie Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of James G. Haft, 55 East Monroe Street, Suite 4100, Chicago, Illinois 60603, to purchase for the sum of \$10,600.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed June 14, 1989, pages 1909 -- 1910 described as follows:

Lot 33 in Hamilton's Subdivision of the north half of Block 16 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14, lying east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1640 West Erie Street, Permanent Tax No. 17-07-211-032)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,060.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

2106 -- 2108 West Erie Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of James G. McCormick, 631 West Fullerton Parkway, Chicago, Illinois 60614, to purchase for the sum of \$35,000.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed September 14, 1988, page 17365 described as follows:

Lots 48 and 47 in Parker's Subdivision of Block 11 in Canal Trustees' Subdivision in Section 7, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2106 --2108 West Erie Street, Permanent Tax Nos. 17-07-111-046 and 047)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$3,500.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1232 South Fairfield Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Loisteen Simmons, 1236 South Fairfield Avenue, Chicago, Illinois 60608, to purchase for the sum of \$3,100.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed June 14, 1989, page 1911 described as follows:

Lot 2 in Archibald's Subdivision of Lots 11, 14 and 15 in Block 2 in Cook & Ancerson's Subdivision of the west half of the northeast quarter (except railroad) in Section 24, Township 39 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1232 South Fairfield Avenue, Permanent Tax No. 16-24-206-040)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$310.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

8434 South Gilbert Court.

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

SECTION 1. The City of Chicago hereby accepts the bid of Grace-Pentecostal Church of God in Christ, Incorporated, 8432 South Gilbert Court, Chicago, Illinois 60620, to purchase for the sum of \$2,900.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed May 11, 1989, pages 13131 -- 13132 described as follows:

Lot 12 in Block 3 in Cole & Corey's Subdivision of Lot 9 in the Assessor's Division of the west half of Section 33, and part of the southeast quarter of Section 32, lying east of the Rock Island Railroad in Township 38 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 8434 South Gilbert Court, Permanent Tax No. 20-33- 309-028)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$290.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

*1119 -- 1125 South Independence Boulevard/
3722 -- 3726 West Grenshaw Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Wallace E. Johnson, 939 North Grove Avenue, Oak Park, Illinois 60302, to purchase for the sum of \$10,400.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed March 23, 1989, pages 26203 -- 26204 described as follows:

Lots 16, 17 and 18 in Edward Casey's Addition to Chicago, a subdivision of the south 6 acres of the south half of the west half of the east half of the southwest quarter of Section 14, Township 39 North, Range 13, east of the Third Principal Meridian (known as Independence Boulevard) in Cook County, Illinois (commonly known as 1119 -- 1125 South Independence Boulevard/3722 -- 3726 West Grenshaw Street, Permanent Tax No. 16-14- 325-008)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,040.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

2426 West Madison Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Robert Schuman, 7851 North Karlov, Skokie, Illinois 60076, to purchase for the sum of \$4,900.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed February 10, 1988, page 10422 described as follows:

Lot 11 in L. E. Boone's Addition to Chicago, being a subdivision of the southeast block of the east 33.81 acres of the south half of the southeast quarter of Section 12, Township 39 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2426 West Madison Street, Permanent Tax No. 16-12-428-024)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$490.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

4836 West Race Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Deborah D. Lewis- Lee, 4842 West Race Street, Chicago, Illinois 60644, to purchase for the sum of \$3,640.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed November 10, 1987, pages 6110 -- 6119 described as follows:

Lot 36 (except the west 10 feet thereof) and Lot 37 in Block 1 in Craft's Subdivision of the southeast quarter of the northeast quarter of Section 9, Township 39 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4836 West Race Street, Permanent Tax No. 16-09-221-026)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$364.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

865 North Sedgwick Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of John J. Pikarski, Jr., 200 North LaSalle Street, Suite 2300, Chicago, Illinois 60601, to purchase for the sum of \$25,920.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed September 14, 1988, pages 17374 -- 17375 described as follows:

Lot 21 in Block 8 in Delevan's Addition to Chicago of the east half of the southwest quarter of Section 4, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 865 North Sedgwick Street, Permanent Tax No. 17-04-436-004)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$2,592.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1829 North Spaulding Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Foundation for Development of the Retarded, 8 South Michigan Avenue, Chicago, Illinois 60603, to purchase for the sum of \$6,010.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed July 15, 1987, pages 2310 --2311 described as follows:

Lot 34 in Block 11 in Winkelman Subdivision of that part of Block 11 and Block 2 in E. Simon Original Subdivision of the southeast quarter of Section 35, Township 40 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1829 North Spaulding Avenue, Permanent Tax No. 13-35-410-005)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$601.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

2415 West Taylor Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Frank Masi, 933 South Western Avenue, Chicago, Illinois 60612, to purchase for the sum of \$5,000.00, the city-owned vacant property previously advertised, pursuant to Council ordinance passed April 27, 1988, page 12659 described as follows:

Lot 12 in Block 2 in Rawson's Subdivision of the east half of the southeast quarter of the southeast quarter of Section 13, Township 39 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2415 West Taylor Street, Permanent Tax No. 16-13-424-023)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$500.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

2419 West Taylor Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Frank Masi, 933 South Western Avenue, Chicago, Illinois 60612, to purchase for the sum of \$5,000.00, the city-owned vacant property previously advertised, pursuant to Council ordinance passed April 27, 1988, page 12660 described as follows:

Lot 14 in Block 2 of Rawson's Subdivision of the east half of the southeast quarter of the southeast quarter of Section 13, Township 39 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2419 West Taylor Street, Permanent Tax No. 16-13-424-021)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$500.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

5701 South Union Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Pickens Memorial Temple Church of God in Christ, Incorporated, c/o Reverend Van W. Wells, 5737 South Union Avenue, Chicago, Illinois 60620, to purchase for the sum of \$2,525.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed September 14, 1988, page 17367 described as follows:

Lot 48 in Block 2 in Temple's Subdivision of the east half of the southwest quarter of the northwest quarter of Section 16, Township 38 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5701 South Union Avenue, Permanent Tax No. 20-16-114-001)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$252.50 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

4601 South Vincennes Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Phillip D. Lambert, 4605 South Vincennes Avenue, Chicago, Illinois 60653, to purchase for the sum of \$7,000.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed February 15, 1984, pages 5076 -- 5077 described as follows:

the north 15 feet of Lot 22 and all of Lot 23 in Charles F. Brown's Subdivision of Lot 8 on Whitcomb and Warrens Subdivision of the south half of the southwest quarter of the southeast quarter of Section 3, Township 38 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4601 South Vincennes Avenue, Permanent Tax No. 20-03-423-001)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$700.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

3519 South Wabash Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Willie Earl Jones, 16452 South Belle Plaine, Markham, Illinois 60426, to purchase for the sum of \$3,550.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed July 27, 1983, pages 882 -- 883 described as follows:

the north 19-1/2 feet of Lot 15 (except the west 25 feet) in Block 2 in H. O. Stones Subdivision of the north 15 acres of the west half of the southwest quarter of Section 34, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3519 South Wabash Avenue, Permanent Tax No. 17-34-301-006)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$355.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1658 West Walnut Street/233 -- 241 North Paulina Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Cook Bros., Incorporated, 240 North Ashland Avenue, Chicago, Illinois 60607, to purchase for the sum of \$10,000.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed September 14, 1988, pages 17373 -- 17374 described as follows:

Lot 17 and the west 4 feet of Lot 18 in Hull's Subdivision of part of Block 48 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1658 West Walnut Street/233 -- 241 North Paulina Street, Permanent Tax No. 17-07-411-011)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,000.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

950 West 33rd Street/3249 -- 3253 South Morgan Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Jesus Martinez, 4374 South Archer Avenue, Chicago, Illinois 60632, to purchase for the sum of \$15,100.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed July 15, 1987, pages 2285 -- 2286 described as follows:

Lot 'A' and Lot 21 in Dwen and Head's Subdivision of Lots 16 and 17 lying east of Laurel Street in Egan's South Addition in the northeast quarter of Section 32, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 950 West 33rd Street/3249 -- 3253 South Morgan Street, Permanent Tax Nos. 17-32-213- 009 and 010)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,510.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
VACANT PROPERTIES UNDER ADJACENT NEIGHBORS
LAND ACQUISITION PROGRAM.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, January 24, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services for an ordinance regarding the acceptance of bids for the Adjacent Neighbor's Program at the following locations:

4434 South Berkeley Avenue;

5821 South Emerald Avenue;

1642 North Keeler Avenue;

4062 South Lake Park Avenue;

3611 West Lexington Street;

3613 West Lexington Street;

6920 South Normal Avenue;

6335 South Racine Avenue;

4434 South Wallace Street;

3818 West 13th Street;

2116 West 18th Place;

646 West 48th Place;

548 East 49th Street; and

1309 West 61st Place,

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

This recommendation was concurred in unanimously by 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the City of Chicago hereby accepts the bids listed below to purchase city-owned vacant properties under the Adjacent Neighbors Land Acquisition Program which was approved by the City Council in an ordinance on March 6, 1981, found between pages 584 -- 585 of the Journal of the City Council Proceedings and as amended on July 23, 1982 between pages 11830 -- 11833 of Journal of the City Council Proceedings and as further amended January 7, 1983 as found between pages 14803 -- 14805 of the Journal of the City Council Proceedings. Said bids and legal descriptions are as follows:

Bidder: Marguerite S. Jones
Address: 4432 South Berkeley Avenue
Bid Amount: \$310.00

Real Estate Number: 2657
Address: 4434 South Berkeley
Avenue
Index Number: 20-02-302-052

Legal Description

Sublot 3 in Swift's Berkeley Avenue Addition to Chicago, being a subdivision of the south 39.75 feet of Lot 6 and all of Lots 7 and 8 in Subblock 2 in Hutchinson's Subdivision of Block 3 in the subdivision by the Executor's of E. K. Hubbard of the east half of the southwest quarter of Section 2, Township 38 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4434 South Berkeley Avenue, Chicago, Illinois).

Bidder: Helen Walker
Address: 5819 South Emerald Avenue
Bid Amount: \$300.00

Real Estate Number: 7976
Address: 5821 South Emerald
Avenue
Index Number: 20-16-121-009

Legal Description

Lot 38 in Block 1 in Sidwell's Addition to Englewood, being the south half of the west half of Lot 39 in School Trustees' Subdivision of Section 16, Township 38 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5821 South Emerald Avenue, Chicago, Illinois).

Bidder: Carlos and Graciela
Alvarado
Address: 1644 North Keeler Avenue
Bid Amount: \$300.00

Real Estate Number: 2336
Address: 1642 North Keeler
Avenue
Index Number: 13-34-426-019

Legal Description

Lot 39 in Block 29 in Garfield being a subdivision of the southeast quarter of Section 34, Township 40 North, Range 13, east of the Third Principal Meridian (except the west 307 feet of the north 631.75 feet and the west 333 feet of the south 1,295 feet thereof) in Cook County, Illinois (commonly known as 1642 North Keeler Avenue, Chicago, Illinois).

Bidder: James R. Brewer
Address: 4060 South Lake Park Avenue
Bid Amount: \$451.00

Real Estate Number: 1899
Address: 4062 South Lake Park
Avenue
Index Number: 20-02-107-031

Legal Description

The north 17 feet of south 33.45 feet of Lot 12 in Block 13 in Clearville of west half of northwest quarter of Section 2, Township 38 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4062 South Lake Park Avenue, Chicago, Illinois).

Bidder: Willie J. Wilson
Address: 3609 West Lexington
Street
Bid Amount: \$305.00

Real Estate Number: 5490
Address: 3611 West Lexington
Street
Index Number: 16-14-312-019

Legal Description

Lot 5 and the west 5 feet of Lot 4 in Block 2 in Boilvin's Subdivision of 10 acres south of and adjoining the north 5 acres of the east half of the east half of the southwest quarter of Section 14, Township 39 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3611 West Lexington Street, Chicago, Illinois).

Bidder: Lovie Rucker
Address: 3617 West Lexington
Street
Bid Amount: \$305.00

Real Estate Number: 3572
Address: 3613 West Lexington
Street
Index Number: 16-14-312-018

Legal Description

Lot 6 in Block 2 in Boilvin's Subdivision of 10 acres south of and adjoining the north 5 acres of the east half of the east half of the southwest quarter of Section 14, Township 39 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3613 West Lexington Street, Chicago, Illinois).

Bidder: Danny L. Hughes
Address: 6918 South Normal Avenue
Bid Amount: \$315.00

Real Estate Number: 4040
Address: 6920 South Normal
Avenue
Index Number: 20-21-318-024

Legal Description

Sublot 1 of Lots 5 and 6 in Block 3 in Lewis W. Beck's Subdivision of the southeast quarter of the southwest quarter of Section 21, Township 38 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6920 South Normal Avenue, Chicago, Illinois).

Bidder: Louise Griggs
Address: 6337 South Racine Avenue
Bid Amount: \$305.00

Real Estate Number: 4684
Address: 6335 South Racine
Avenue
Index Number: 20-20-200-018

Legal Description

Lot 20 in Block 4 in Weddell & Cox's Subdivision of the west half of the northeast quarter of Section 20, Township 38 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6335 South Racine Avenue, Chicago, Illinois).

Bidder: John J. Baldwin
Address: 4436 South Wallace Street
Bid Amount: \$300.00

Real Estate Number: 8262
Address: 4434 South Wallace
Street
Index Number: 16-23-103-035

Legal Description

Lot 2 in Block 1 in Loeb and Harris Subdivision of the south half of the west half of the south half of the north half of Section 4, Township 38 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4434 South Wallace Street, Chicago, Illinois).

Bidder: Althea J. Strashner
Address: 1253 South Avers Avenue
Bid Amount: \$300.00

Real Estate Number: 3378
Address: 3818 West 13th Street
Index Number: 16-23-103-035

Legal Description

the east 39 feet of Lots 29, 30 and the south 3 feet of Lot 31 in Block 4 in Frank Wells & Company's Boulevard Subdivision of the northwest quarter of the northwest quarter of Section 23, Township 39 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3818 West 13th Street, Chicago, Illinois).

Bidder: Heleodoro Queredo
Address: 2114 West 18th Place
Bid Amount: \$350.00

Real Estate Number: 8322
Address: 2116 West 18th Place
Index Number: 17-19-304-042

Legal Description

Lot 43 in Evan's Subdivision of Block 43 of Section 19, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2116 West 18th Place, Chicago, Illinois).

Bidder: Loreen Kozicki
Address: 644 West 48th Place
Bid Amount: \$300.00

Real Estate Number: 3574
Address: 646 West 48th Place
Index Number: 20-09-106-030

Legal Description

Lot 249 in Fowler's Resubdivision of part of South Side Homestead Association Addition in the northwest quarter of Section 9, Township 38 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 646 West 48th Place, Chicago, Illinois).

Bidder: Gwendolyn Gilmore
Address: 4850 South St. Lawrence
Avenue
Bid Amount: \$300.00

Real Estate Number: 7457
Address: 548 East 49th Street
Index Number: 20-10-210-034

Legal Description

Lot 3 in Murray Wobach's Subdivision of Lots 11 and 12 in Block 1 in Snow and Dickson's Subdivision of the southeast quarter of the northwest quarter of the northeast quarter of

Section 10, Township 38 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 548 East 49th Street, Chicago, Illinois).

Bidder: Franklin Williams
Address: 1305 West 61st Place
Bid Amount: \$300.00

Real Estate Number: 3432
Address: 1309 West 61st Place
Index Number: 20-17-321-008

Legal Description

Lot 4 in Block 1 in Richard S. Cox, Jr.'s Subdivision of 10 acres in the southeast quarter of the southwest quarter of Section 17, Township 38 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1309 West 61st Place, Chicago, Illinois).

SECTION 2. That the conveyances of the city-owned properties under the "Adjacent Neighbors Land Acquisition Program", are subject to all terms and conditions, covenants and restrictions contained in the aforementioned enabling ordinance passed by the City Council on July 23, 1982, which established said program. Additionally, said conveyances are to be made subject to the additional terms, conditions and restrictions contained in the advertisement announcing said program, the "Instructions to Bidders" and the "Offer to Purchase Real Estate", which were included in the official bid packages distributed to bidders.

SECTION 3. That the city-owned vacant properties to be conveyed are to be sold subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. That the failure of a bidder to comply with the terms, conditions and restrictions contained in the documents referred to in Section 2 of this ordinance may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 5. That the Mayor and the City Clerk are authorized to sign and attest quitclaim deeds conveying all interest of the City of Chicago in and to said properties to the above listed bidders.

SECTION 6. That the City Clerk is authorized, upon receipt of written notification from the Department of General Services, Asset Management, Real Property Section, that the sale of these properties has been completed to deliver the cashier's checks, certified checks, bank checks and money orders of the above listed bidders in the full amount to the City

Comptroller, who is authorized to deposit said checks and money orders into the appropriate City account.

SECTION 7. That the City Clerk is further authorized and directed to refund the cashier's checks, certified checks, bank checks and money orders to the unsuccessful bidders for the purchase of said properties.

SECTION 8. This ordinance shall take effect and be in full force and effect from the date of its passage.

SALE OF UNIMPROVED PROPERTY LOCATED AT 1506 WEST
MADISON STREET TO SALVATION ARMY.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, January 24, 1990.

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 General Services under the Home Rule for property located at 1506 West Madison 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 votes.

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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

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 unimproved property described therein, which is owned by the City of Chicago, to the Salvation Army, 5040 North Pulaski Road, Chicago, Illinois 60630.

Real Estate Number: 6543
Address: 1506 West Madison Street

Amount: \$13,700.00
Permanent Tax Number: 17-08-333-017

Legal Description

the east half (except the west 44 feet) of Lot 10 in Block 4 in Union Park Addition to Chicago in the southwest quarter of Section 8, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. That upon payment to the City of Chicago of the consideration cited herein the Mayor is authorized to execute a quitclaim deed conveying said parcel of real properties to the Salvation Army for expansion and parking.

SECTION 3. This ordinance shall be effective upon its passage.

ACCEPTANCE OF DEED TRANSFERRING OWNERSHIP OF
PROPERTY AT 3947 SOUTH DREXEL BOULEVARD
FROM UNITED STATES OF AMERICA
TO CITY OF CHICAGO.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, January 24, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred an ordinance authorizing the Mayor to accept, on behalf of the City of Chicago, a deed transferring ownership from the United States of America of property commonly known as 3947 South Drexel Boulevard, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The United States of America is seeking the forfeiture of the real property commonly known as 3947 South Drexel Boulevard pursuant to Title 21, Section 881 of the United States District Court for the Northern District of Illinois, styled "*United States of America v. the El Rukn 'Fort', etc.*"; and

WHEREAS, Pursuant to the above mentioned United States code section, forfeited property may be transferred to a local law enforcement agency which participated directly in the seizure or forfeiture of such property; and

WHEREAS, The United States of America, through the United States Attorney for the Northern District of Illinois, has requested the Court to appoint LeRoy Martin, Superintendent of Police, as substitute custodian of the above realty pending completion of the forfeiture proceedings; and

WHEREAS, The United States of America, through the United States Attorney for the Northern District of Illinois, has expressed its intention to transfer the above property to the City of Chicago upon completion of the forfeiture proceedings; now, therefore,

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

SECTION 1. The Mayor is authorized to accept, on behalf of the City of Chicago, a transfer of ownership from the United States of America of the property commonly known as 3947 South Drexel Boulevard upon review and approval of a deed or other evidence of title by the Corporation Counsel.

SECTION 2. This ordinance shall take effect immediately upon its passage.

COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO NEGOTIATE
FOR ACQUISITION OF PROPERTIES NECESSARY FOR
IMPROVEMENT OF WEST MARQUETTE ROAD
BETWEEN SOUTH STATE STREET AND
SOUTH CALIFORNIA AVENUE.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, January 24, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred an ordinance authorizing the Commissioner of Public Works to negotiate for the acquisition of three (3) parcels of land necessary for the improvement of West Marquette Road, between South California Avenue and South State 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

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. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that the City acquire for public use for the Department of Public Works the properties legally described on Exhibit A attached hereto and commonly known as part of 6647 South Western Avenue, part of 6642 to 6658 South Claremont Avenue and part of 1610 West Marquette Road.

SECTION 2. The Commissioner of Public Works is authorized to negotiate with the owners of the properties for the purchase of the properties legally described in Exhibit A.

If the Commissioner and the owner are able to agree on the purchase price, the Commissioner is authorized to purchase the property in the name of and on behalf of the City of Chicago for the agreed price, subject to the approval of the funding agency.

If the Commissioner is unable to agree with the owner of the property on the purchase price, or if the owner is incapable of consenting to the sale, or the owner cannot be located, then the Commissioner shall report such facts to the Corporation Counsel. The Corporation Counsel shall thereafter institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to the property under the City's right of eminent domain.

SECTION 3. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Parcel 1.

The south ten (10) feet of Lot 25 in Block 49 of South Lynn, being a subdivision of the north half (N. 1/2) of Section 19, Township 38 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (being a part of the property commonly known as 6647 South Western Avenue).

Parcel 2.

That part of Lot 24 lying southerly of the following described line: beginning at a point on the south line of said lot, 63.0 feet east of the southwest corner of said lot; thence northwesterly along a straight line to a point on the west line of said lot, 7 feet north of the southwest corner of said lot in Block 49 of South Lynn, being a subdivision of the north half (N. 1/2) of Section 19, Township 38 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (being a part of the property commonly known as 6642 to 6658 South Claremont Avenue).

Parcel 3.

That part of Lot 24 described as follows: beginning at the southeast corner of said lot; thence west along the south line of said lot, a distance of 75.0 feet; thence north along a straight line drawn perpendicularly to the south line of said lot, a distance of 2.0 feet; thence east parallel with the south line of said lot, a distance of approximately 57.0 feet to a point of curve; thence northeasterly along the arc of a circle concave to the northwest having a radius of 18.0 feet to a point of tangency with the east line of said lot; thence south along the east line of said lot, a distance of approximately 20.0 feet to the point of beginning, in Block 64 of Drexel Park, a subdivision in the east quarter (E. 1/4) of the north half (N. 1/2) of Section 19, Township 38 North, Range 14, east of the Third Principal

Meridian, in Cook County, Illinois (being a part of the property commonly known as 1610 West Marquette Road).

[Drawings attached to this Exhibit "A" printed on pages
11204 through 11206 of this Journal.]

EXECUTION OF LEASE AGREEMENT AT 20 NORTH CLARK
STREET FOR DEPARTMENT OF AVIATION.
(LEASE NUMBER 14093)

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, January 24, 1990.

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 20 North Clark Street for the Department of Aviation (Lease Number 14093), 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.

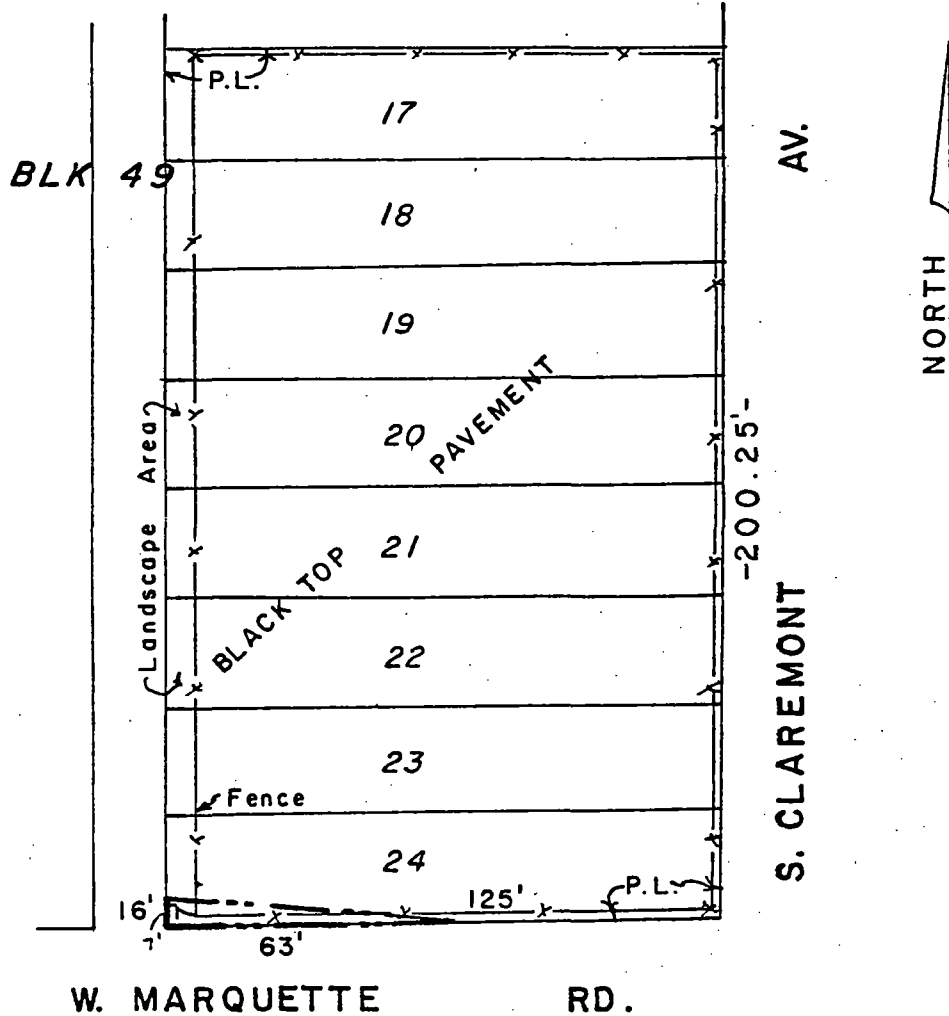
Respectfully submitted,

(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.

(Continued on page 11207)

SOUTH LYNNE ,being Vail's Sub. of N.1/2 of Sec. 19-38-14



	Zoning B2-2
	Property Address 6642 to 6658 S. CLAREMONT AV.
	Occupant: Haggerty Chevrolet Inc. (Auto Storage)
AREA	OWNER: Haggerty Chevrolet Inc.
Whole = 25,031.25 Sq.Ft.	6711 S. Western Av.
Part Taking = 220.5 Sq.Ft.	Chicago, Illinois 60636
Remainder = 24,810.75 Sq.Ft.	

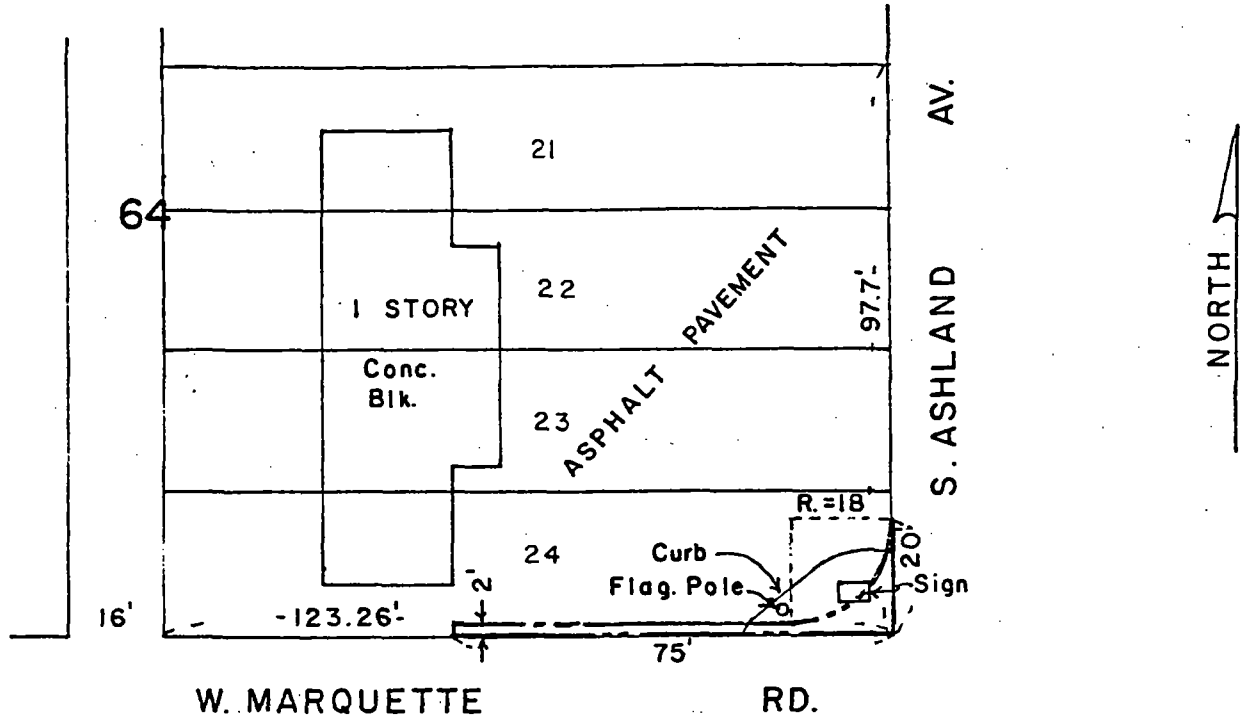
PARCEL 2

P. R. E. I. No. 20-19-123-042

Job No. B-4-035

MARQUETTE ROAD IMPROVEMENT - CALIFORNIA to STATE

DREXEL PARK, Sub. in the E. 1/4 of the N. 1/2 of Sec. 19-38-14.



ZONING C3-2

PROPERTY ADDRESS 1610 W. Marquette Rd.

OCCUPANT KENTUCKY CHICKEN RESTAURANT

OWNER K F C Mgmt Co.

4415 W. Harrison St.
Hillside, Ill. 60162

AREA

Whole	=	11,919.24 Sq. Ft.
Part Taking	=	219.53 Sq. Ft.
Remainder	=	11,699.71 Sq. Ft.

PARCEL 3

Job No. B-4-035

MARQUETTE ROAD IMPROVEMENT-CALIFORNIA to STATE

(Continued from page 11203)

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, M. Smith, Orr -- 47.

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 Hiro Real Estate Company, as Lessor, for approximately 2,915 square feet of office space in Suite 2424 located at 20 North Clark Street, Chicago, Illinois, for use by the Department of Aviation, as Lessee, such lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 11211 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 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.

Rental Payment Provisions.

Lessee shall pay for said premises during the continuance of this lease at the rate of:

Four Thousand Six Hundred Fifteen and 42/100 Dollars (\$4,615.42) per month for the period beginning on the 1st day of October, 1989, or date of occupation (with said monthly rental being prorated on a per diem basis if said initial term does not commence on the 1st day of a month) and ending on the 30th day of September, 1990;

Four Thousand Nine Hundred Four and 49/100 Dollars (\$4,904.49) per month for the period beginning on the 1st day of October, 1990 and ending on the 30th day of September, 1991.

Rent is payable in advance on the first day of each month by the Office of the Comptroller to Collins, Tuttle and Company, Incorporated, 20 North Clark Street, Suite 1100, Chicago, Illinois 60602.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat; maintain plant and equipment in good operable condition for comfortable occupancy of the demised premises.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for central air-conditioning for comfortable occupancy of the demised premises and maintain the same.

Provide and pay for window washing of all windows in the demised premises, both inside and out, weather permitting, at least once every other month.

Provide and pay for painting or washing of interior walls as frequently as necessary as determined in the sole discretion of Lessor to maintain a neat appearance.

Provide and pay for janitorial service for the maintenance of the exterior and interior of 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, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Provide and pay for automatic elevator service at times in common with other tenants.

Provide and pay for exterminator service whenever necessary.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay all 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 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 nightly custodial services five days per week which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Have the right to repair any damages to the building caused by the negligence of the Lessee, and the Lessee shall thereupon pay to the Lessor the total cost of such repairs and damages to the building upon the Lessor providing the Lessee with itemized bills for the cost of such repairs and damages.

Provide and pay for 24-hour security service.

Have the right at all time or times to either voluntarily or pursuant to governmental requirement, at its own expense make repairs, alterations or improvements in or to the building or any part thereof, including the premises and during operation, may close entrance doors, corridors, elevators and other facilities and may have access to and open the ceilings, all without any liability to the Lessee by reason of interference,

inconvenience or annoyance. If such work should materially reduce the area rented by Lessee, the rent paid by Lessee shall be proportionately reduced. Such work shall be done in such a manner as to cause the least possible interference, inconvenience and annoyance to Lessee.

Have the right to assign its interest in this Lease or any part thereof in the exercise of its sole discretion and, upon the written request of Lessor, Lessee shall acknowledge and consent to any such assignment in writing. Additionally, upon the written request of Lessor, Lessee shall provide any information or certification of the status of this Lease reasonably requested by Lessor and Lessee shall execute any memoranda, certificate, attornment or other document in recordable form or otherwise as required by Lessor or to undertake any action reasonably requested by Lessor to evidence the existence of this Lease or to effectuate any such assignment of Lessor's interest herein.

Lessee under this lease shall:

Pay for electricity as metered for all normal office uses (excluding air- conditioning) within demised premises.

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 successor or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Not be required to pay one half of monthly rent for last month of this Lease.

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial alterations, repairs or services as required by this Lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this Lease or, immediately terminate this Lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

LEASE-Short Form Lease No. 14093

Form C. O. No. 18

City of Chicago

This Agreement, Made this _____ day of _____

A. D. 19 _____ between Hiro Real Estate Company _____

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 2,915 square feet of office space in Suite 2424 located at 20 North Clark Street for use by the Department of Aviation.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of October or date of occupation. A. D. 1989, and ending on the 30th day of September A. D. 1991. Lessee has the right to terminate this lease upon thirty (30) days prior written notice anytime 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 Collins Tuttle & Co., Inc. 20 N. Clark St., Suite 1100, Chicago, IL 60602 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____ Assistant Corporation Counsel. Asset Manager, _____ Real Estate Assoc.

By: Hiro Real Estate Company's Agent, Collins Tuttle and Company, Inc.

By: Commissioner, Department of General Services

By: Commissioner, Department of Aviation

EXECUTION OF LEASE AGREEMENT AT 20 NORTH CLARK
STREET FOR DEPARTMENT OF AVIATION.
(LEASE NUMBER 14094)

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, January 24, 1990.

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 20 North Clark Street for the Department of Aviation (Lease Number 14094), 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

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 Hiro Real Estate Company, as Lessor, for approximately 5,156 square feet of office space in Suite 3150, and 5,930 square feet in Suite 904 for a total of approximately 11,086 square feet located at 20 North Clark Street, Chicago, Illinois, for use by the Department of Aviation, as Lessee, such lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 11219 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 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.

Rental Payment Provisions.

Lessee shall pay for said premises during the continuance of this lease at the rate of:

Twenty Thousand One Hundred Eleven and 85/100 Dollars (\$20,111.85) per month for the period beginning on the 1st day of January, 1990, or date of occupation (with said monthly rental being prorated on a per diem basis if said initial term does not commence on the 1st day of a month) and ending on the 31st day of December, 1990;

Twenty-one Thousand Two Hundred Forty-eight and 16/100 Dollars (\$21,248.16) per month the period beginning on the 1st day of January, 1991 and ending on the 31st day of December, 1991;

Twenty-two Thousand Five Hundred Twenty-three and 05/100 Dollars (\$22,523.05) per month for the period beginning on the 1st day of January, 1992 and ending on the 31st day of December, 1992.

Lessee will have one (1) month rental abatement in the thirtieth (30th) month after occupation of space.

Rent is payable in advance on the first day of each month by the Office of the Comptroller to Collins, Tuttle and Company, Incorporated, 20 North Clark Street, Suite 1100, Chicago, Illinois 60602.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Undertake the following repairs and modification prior to execution of lease:

- Clean carpet where necessary.
- Remove walls as specified in Exhibit A.
- Replace tile floor area with carpeting on ninth (9th) floor.
- Paint where necessary.

Provide and pay for heat; maintain plant and equipment in good operable condition for comfortable occupancy of the demised premises.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for central air-conditioning for comfortable occupancy of the demised premises and maintain the same.

Provide and pay for window washing of all windows in the demised premises, both inside and out, weather permitting, at least once every other month.

Provide and pay for painting or washing of interior walls as frequently as necessary as determined in the sole discretion of Lessor to maintain a neat appearance.

Provide and pay for janitorial service for the maintenance of the exterior and interior of 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, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Provide and pay for automatic elevator service at times in common with other tenants.

Provide and pay for exterminator service whenever necessary.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay all 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 nightly custodial services five days per week which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Have the right to repair any damages to the building caused by the negligence of the Lessee, and the Lessee shall thereupon pay to the Lessor the total cost of such repairs and damages to the building upon the Lessor providing the Lessee with itemized bills for the cost of such repairs and damages.

Provide and pay for 24-hour security service.

Have the right at all time or times to either voluntarily or pursuant to governmental requirement, at its own expense make repairs, alterations or improvements in or to the building or any part thereof, including the premises and during operation, may close entrance doors, corridors, elevators and other facilities and may have access to

and open the ceilings, all without any liability to the Lessee by reason of interference, inconvenience or annoyance. If such work should materially reduce the area rented by Lessee, the rent paid by Lessee shall be proportionately reduced. Such work shall be done in such a manner as to cause the least possible interference, inconvenience and annoyance to Lessee.

Have the right to assign its interest in this lease or any part thereof in the exercise of its sole discretion and, upon the written request of Lessor, Lessee shall acknowledge and consent to any such assignment in writing. Additionally, upon the written request of Lessor, Lessee shall provide any information or certification of the status of this lease reasonably requested by Lessor and Lessee shall execute any memoranda, certificate, attornment or other document in recordable form or otherwise as required by Lessor or to undertake any action reasonably requested by Lessor to evidence the existence of this lease or to effectuate any such assignment of Lessor's interest herein.

Lessee under this lease shall:

Pay for electricity as metered for all normal office uses (excluding air- conditioning) within demised premises.

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 successor or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional causes to be included in lease:

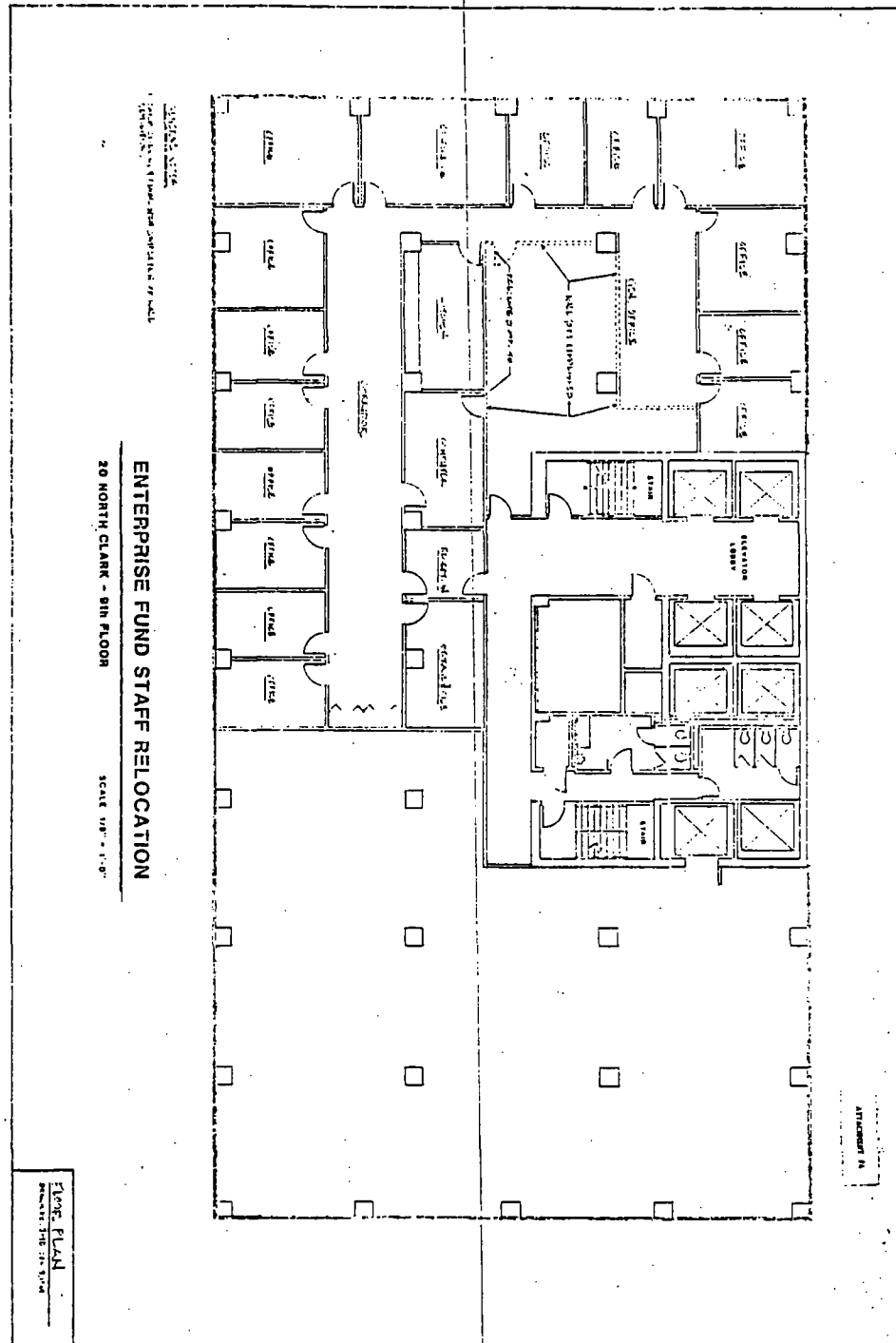
In the event the Lessor should fail to furnish any substantial alterations, repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or, immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

[Exhibit "A" attached to this Rider printed on pages 11217 through 11218 of this Journal.]

20 North Clark Street
Suite 904
Department of Aviation

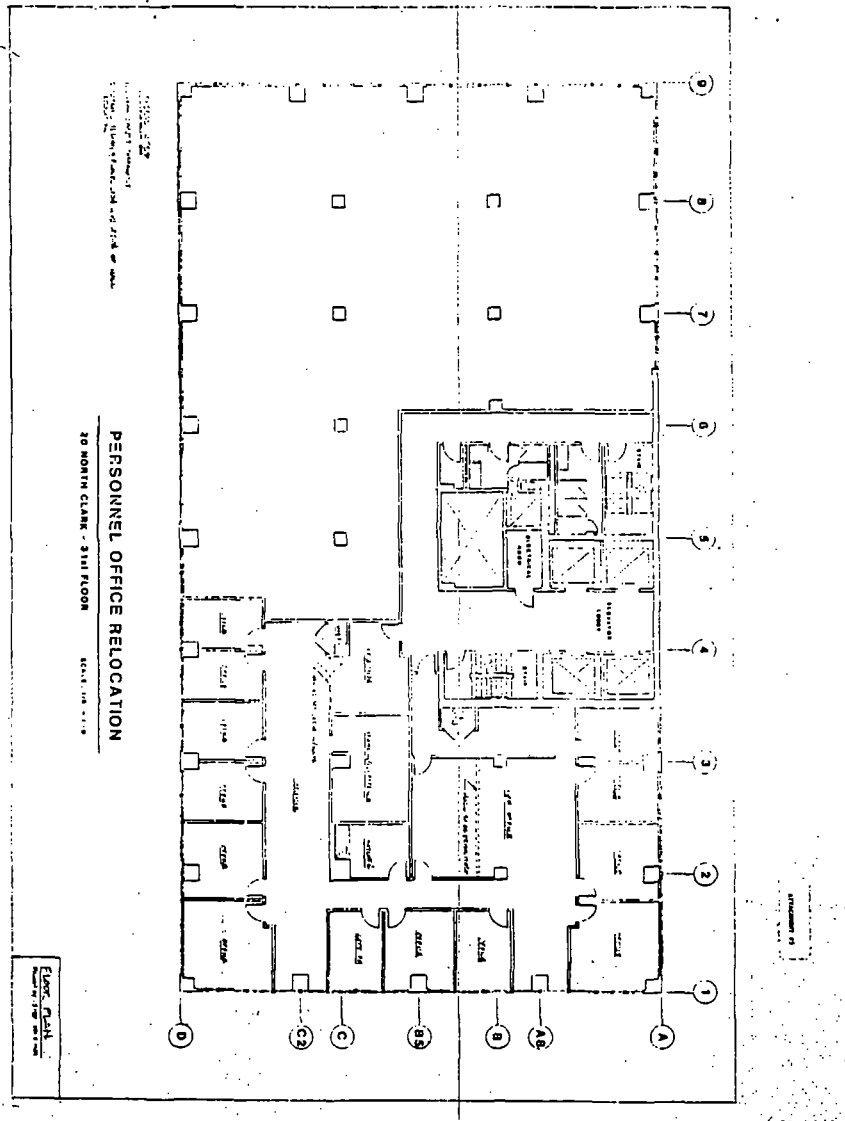
EXHIBIT "A".

(Page 1 of 2)



20 North Clark Street
Suite 3150
Department of Aviation

EXHIBIT "A".
(Page 2 of 2)



LEASE-Short Form Lease No. 14094

Form C. O. No. 18

City of Chicago

This Agreement, Made this _____ day of _____

A. D. 19 _____, between Hiro Real Estate Company _____, 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 5,156 square feet of office space on the 31st floor in Suite 3150 and 5,930 square feet on the 9th floor in Suite 904 for a total of approximately 11,086 square feet located at 20 North Clark Street for use by the Department of Aviation.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January or date of occupation whichever occurs later. A. D. 1990, and ending on the 31st day of December A. D. 1992. Lessee has the right to terminate this lease upon ninety (90) days prior written notice anytime 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 Collins Tuttle & Co., Inc., 20 N. Clark St., Suite 1100 Chicago, IL 60602 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 Hereof and Made a Part Hereof.

Provisions See Rider Attached Hereof 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: _____ Assistant Corporation Counsel, _____ Real Estate _____ Asset Manager,

By: _____ Hiro Real Estate Company's Agent, Collins Tuttle and Company, Inc.

By: _____ Commissioner, Department of General Services

By: _____ Commissioner, Department of Aviation

RENEWAL OF LEASE AGREEMENT AT NORTH HAMLIN
AVENUE AND WEST WABANSIA AVENUE FOR
DEPARTMENT OF WATER.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, January 24, 1990.

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 North Hamlin and West Wabansia Avenues for the Department of Water (Lease Number 14024), 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

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 renewal of lease from C.M.C. Real Estate Corporation, as Lessor, for the property located at North Hamlin and West Wabansia Avenues for part of a pumping station and material yard for use by the Department of Water, as Lessee, such lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows Section 2 of this ordinance.]

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

Lease Agreement attached to this ordinance reads as follows:

Extension Of Lease Number 52920.

This Indenture made _____, by and between Commuter Rail Division of the Regional Transportation Authority (METRA), hereinafter called "Lessor", and City of Chicago, Illinois, hereinafter referred to as "Lessee".

Witnesseth:

Whereas, The Lessor, or its predecessors, heretofore on October 22, 1942, entered into a certain indenture of lease bearing No. 52920, whereby, it leased, demised and let unto the Lessee certain of its property at the City of Chicago, Illinois, to be used as a site for part of a pumping station and material yard, and more particularly described in said lease (For legal description see attached Exhibit "A"); and

Whereas, Said indenture of lease was drawn for a term ending December 31, 1947 and was extended for additional periods, the last of such extensions expiring on December 31, 1988 (See Exhibit "B"); and

Whereas, The parties hereto mutually desire to extend the term of said indenture of lease for a period of three (3) years from and after January 1, 1989;

Now, Therefore, In consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is hereby agreed as follows:

- 1) That said indenture of lease is hereby extended for a term of three (3) years from January 1, 1989 at a rental of \$2,400.00 per annum payable annually in advance.
- 2) Lessee shall pay all taxes, license fees and assessments (except special assessments for permanent improvements) or other charges that may be legally levied or assessed locally against said premises for the term hereof or of any extension thereof; and in case of special assessments for permanent improvements, the base annual rent to be paid by Lessee hereunder shall be increased by an amount equal to twelve (12%) percent per annum of the total cost of such assessments.
- 3) Notwithstanding the fact that this extension is for a term of three (3) years, either party hereto reserves the right to terminate the lease at any time by giving to the other party sixty (60) days notice of a desire to do so, and in the event of such termination, any unearned rental shall be refunded.
- 4) All the terms, conditions and covenants of said indenture of lease hereby extended shall, during the term hereof, except as herein expressly modified, be binding upon Lessor, its successors and assigns, and upon the Lessee, its successors and assigns, heirs and legal representatives.

In Witness Whereof, This lease is signed on behalf of the parties hereof.

[Signature forms omitted for printing purposes.]

[Exhibits "A" and "B" attached to this Lease Agreement printed on pages 11223 through 11225 of this Journal.]

EXHIBIT "A".**(Page 1 of 2)**

Location: North Hamlin Avenue And West Wabansia Avenue

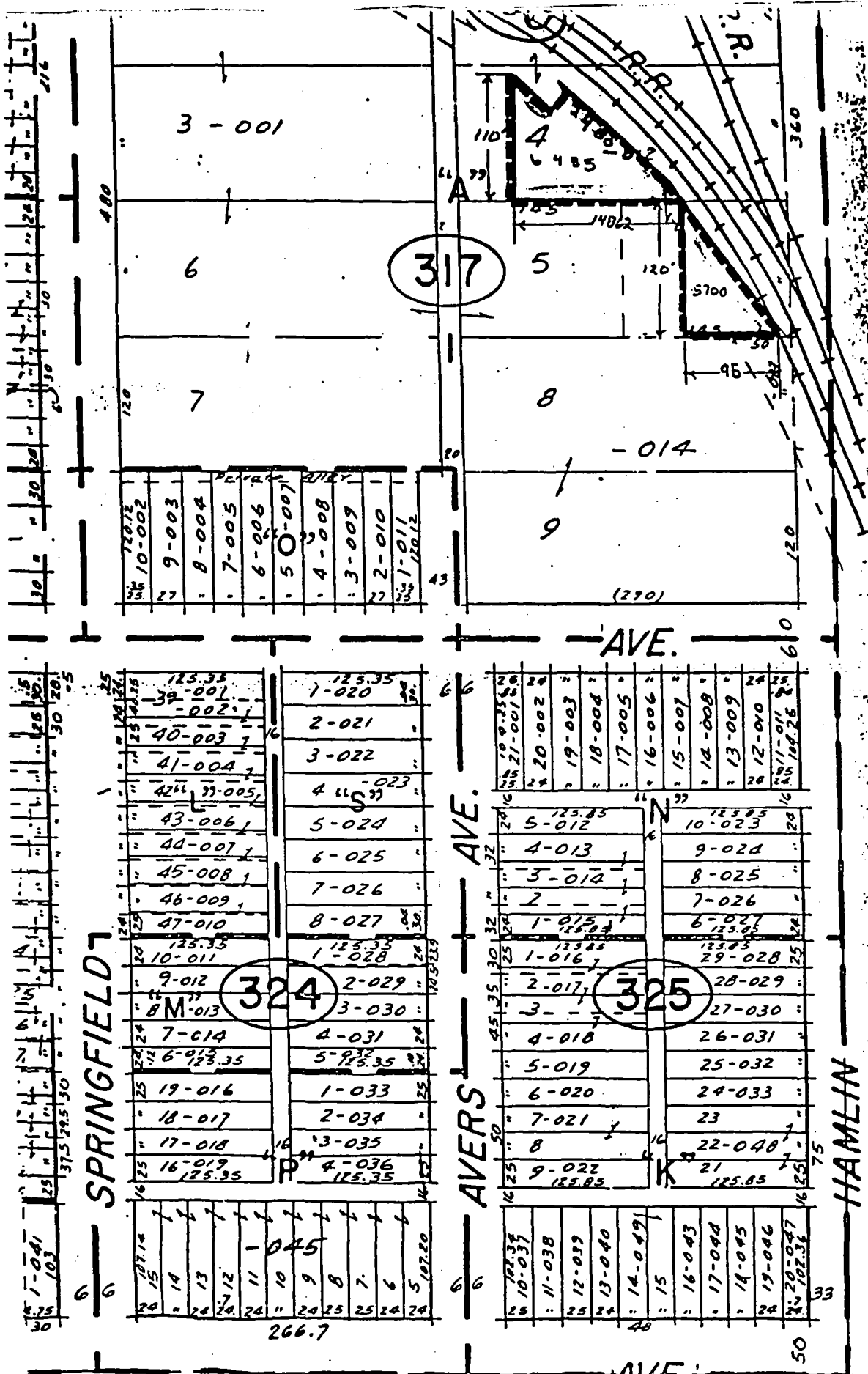
Start at the point of intersection of the north line of West Wabansia Avenue and the west line of North Hamlin Avenue in the City of Chicago, in the county and state aforesaid, according to the recorded plat thereof; thence run north along the west line of North Hamlin Avenue 240 feet; thence west at right angles 46.62 feet to the point of beginning of the land to be described; thence continue west along said last described course 95 feet; thence north at right angles 120 feet; thence southeasterly on a straight line 153 feet to the place of beginning. Excepting therefrom a strip of land 17 feet wide, being 8.5 feet on each side of the center line of the side track running across said premises.

Also, start at the point of intersection aforesaid; thence run north along said west line of North Hamlin Avenue 360 feet; thence west at right angles 141.62 feet to the point of beginning of the land to be described; thence continue west along said last described course 148.62 feet; thence north at right angles 110 feet, more or less, to a point which is 9.5 feet southwesterly of and measured at right angles to the center line of the most southerly side track of the Milwaukee Trustees' as now there laid and operated; thence southeasterly parallel to the center line of the Milwaukee Trustees' most westerly side track 46 feet; thence northeasterly at right angles 20 feet; thence southeasterly on a straight line to the place of beginning. Excepting therefrom 2 strips of land being 8.5 feet on each side of the center lines of the side tracks running across said premises.

All being a part of the southwest quarter of Section 35, Township 40 North, Range 13, east, and containing 11,230 square feet, more or less, and more particularly outlined in red on the plat hereto attached and made a part hereof.

EXHIBIT "A".

(Page 2 of 2)



City Lease No. 14024 EXHIBIT "B". 50000 EXTENSION OF LEASE NO.

This Indenture

Made this 26th day of November, A.D. 1970, by and between RICHARD B. OGILVIE as Trustee, of the property of CHICAGO, MILWAUKEE, ST. PAUL and PACIFIC RAILROAD COMPANY, Debtor hereinafter called the "Railroad Company," and

CITY OF CHICAGO

of Chicago, Illinois, hereinafter called the "Lessee"

WITNESSETH:-

WHEREAS the Railroad Company, or its predecessors, heretofore on the 22nd day of October, 1942, entered into a certain indenture of Lease bearing No. 5200, whereby, it leased, demised and let unto The Lessee

certain of its property at the Station of Chicago, Illinois, to be used for part of a purpinc station and material yard

and more particularly described in said lease.

WHEREAS said indenture of lease was drawn for a term ending December 31, 1947 and was extended for additional periods, the last of such extensions expiring on December 31, 1980

WHEREAS the parties hereto mutually desire to extend the term of said indenture of lease for a period of FIVE (5) year 8 from and after the 1st day of January, 1981

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is hereby agreed as follows:

1. That said indenture of lease is hereby extended for a term of 5 year 8 from the 1st day of January, 1981, at a rental of \$1,980.00 per annum.

2. Lessee shall pay all taxes and assessments (except special assessments for permanent improvements) legally levied or assessed against said premises for the term hereof or of any extension thereof, and in case of special assessments for permanent improvements, the annual rental will be increased by 8% of such assessment.

3. Notwithstanding the fact that this extension is for a term of FIVE (5) year 8, either party hereto reserves the right to terminate the lease at any time by giving to the other party sixty days written notice of a desire so to do, and in the event of such termination, any unearned rental shall be refunded.

4. All the terms, conditions and covenants of said indenture of lease hereby extended shall, during the term hereof, except as herein expressly modified, be binding upon the Railroad Company, its successors and assigns, and upon the Lessee, its successors and assigns, heirs and legal representatives.

This agreement is binding on RICHARD B. OGILVIE, not as an individual, but solely in his capacity as Trustee.

STANLEY E. GARDNER as Trustee, of the property of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Debtor

R.R. Brown By: R.B. Ogilvie WITNESS FOR RAILROAD COMPANY ASST. VICE PRESIDENT

Approved as to form and legality, except as to property description and execution:

Assistant Corporation Counsel

Approved: Assistant Comptroller, Real Estate

Approved: Commissioner, Department of Water

Approved: City Comptroller

COMMITTEE ON LICENSE.

AMENDMENT OF MUNICIPAL CODE CHAPTER 147, SECTION 147-2
BY REGULATING PROVISIONS GOVERNING TRANSFER OF
OWNERSHIP INTEREST AND BY FURTHER
DISALLOWING ISSUANCE OF NEW
LIQUOR LICENSES WITHIN
PORTION OF THIRTY-
SEVENTH WARD.

The Committee on License submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on License took under consideration a communication authorizing the amendment of Chapter 147, Section 147-2 of the Municipal Code of Chicago, authorizing the prohibition of new liquor licenses within portions of the 37th Ward. This matter was presented to the committee on February 6, 1990 and considered by the committee on February 6, 1990 and the Committee on License, having had the same under advisement, begs leave to report and recommend that Your Honorable Body do *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM C. HENRY,
Chairman.

On motion of Alderman Henry, 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

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 147, Section 147-2 of the Municipal Code of Chicago, as amended January 19, 1989, and published at pages 10563 -- 10566 of the Journal of Proceedings of the City Council of that date, is hereby further amended in the third and fourth paragraphs thereof by inserting the language in italics and deleting the language in brackets as follows:

147-2.***

No license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

- (12) *West Division Street (both sides) between 4800 West and 5300 West; West Chicago Avenue (both sides) between 3600 West and 3900 West; and West Chicago Avenue (both sides) between 4800 West and 5500 West,*

provided, however, that this prohibition shall not apply to hotels offering restaurant service, restaurants, or to clubs within one of the areas defined above, nor to the renewal of a license for the sale of alcoholic liquor for consumption on the premises, where such place of business was established and licensed prior to the effective date of the prohibition and has operated continuously within one of the defined areas subsequent to the inclusion of the defined area within this section.

Nothing in this subsection shall prohibit the issuance of a beer garden or late hour license to a licensed establishment located within the areas specified herein, provided that the applicable requirements of this chapter are met.

For the purposes of this subsection, whenever the liquor license for a premises located within an area designated above lapses for failure to renew or is revoked for cause, no

new license subject to the prohibition shall be issued for such premises. No direct or indirect interest in the ownership of a liquor licensee may be transferred unless such transfer is made to another person or persons who already share ownership in the licensee or involves the transfer of less than 5% of the shares of a corporation. [In no event shall a total of 5% or more of the shares of a license be transferred in any twelve month period to any person or persons who do not already share ownership in the license.] *No person to whom less than 5% of the shares of a liquor licensee is transferred, who did not share ownership in the licensee prior to such transfer, may purchase more than 5% of the shares of the liquor license in any twelve month period.*

SECTION 2. This ordinance shall be in effect upon passage, provided, however, that the prohibition on the issuance of a license within designated areas shall not apply to a person who has submitted a completed application for a liquor license and paid the applicable fee to the Department of Revenue prior to the effective date of this ordinance.

AMENDMENT OF MUNICIPAL CODE CHAPTER 158, SECTION
158-15.1 BY PROHIBITING ISSUANCE OF DAY CARE
CENTER LICENSES FOR CERTAIN FACILITIES
ESTABLISHED SUBSEQUENT TO APRIL
23, 1986 AND BY FURTHER
EXEMPTING SPECIFIED
AREA FROM SAID
PROVISIONS.

The Committee on License submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on License took under consideration an ordinance authorizing the amendment of Chapter 158 of the Municipal Code of Chicago, authorizing the amendment of Section 158-15.1. This matter was presented to the committee on February 6, 1990 and considered by the committee on February 6, 1990 and the Committee on License, having had the same under advisement, begs leave to report and recommend that Your Honorable Body do *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM C. HENRY,
Chairman.

On motion of Alderman Henry, 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

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 158 of the Municipal Code of Chicago is hereby amended in Section 158-15.1 by adding the language in italics and deleting the language in brackets, as follows:

158-15.1. No license shall be issued for a day care center which is located within four hundred feet of any premises licensed for the sale of alcoholic liquor, unless such day care center was established prior to [the passage of this ordinance.] *April 23, 1986; provided, however, that this section shall not prohibit the issuance of a day care center license for a location situated within the area bounded by a line as follows: beginning at the easternmost point of Division Street extended to Lake Michigan; then west on Division Street to LaSalle Street; then south on LaSalle Street to Chicago Avenue; then west on Chicago Avenue to Halsted Street; then south on Halsted Street to Roosevelt Road; then east on Roosevelt Road to its easternmost point extended to Lake Michigan; or within the northwest portion of the 41st Ward located west of the Des Plaines River.*

SECTION 2. This ordinance will be in full force and effect upon passage.

COMMITTEE ON SPECIAL EVENTS AND
CULTURAL AFFAIRS.

REQUEST FOR MATCHING GRANT FUNDS FROM STATE OF
ILLINOIS DEPARTMENT OF COMMERCE AND COMMUNITY
AFFAIRS' BUREAU OF TOURISM TO COVER CERTAIN
PUBLICITY COSTS ACCRUED BY MAYOR'S
OFFICE OF SPECIAL EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, February 7, 1990.

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 Mayor Richard M. Daley (referred to your committee on January 19, 1990), begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The State of Illinois Department of Commerce and Community Affairs, through its Bureau of Tourism ("D.C.C.A.-T.") provides grants to local governments for the promotion and marketing of tourism attractions and events; and

WHEREAS, The City of Chicago (the "City"), through the City's Mayor's Office of Special Events ("Special Events") seeks to obtain grant funding (the "Grant Funds") for certain costs of publicity associated with the sponsorship of festivals throughout 1990 including, among other things, costs relating to posters, billboards, brochures, banners, radio and magazine advertisements; and

WHEREAS, It is necessary to give certain assurances and execute grant agreements to obtain the Grant Funds; now, therefore,

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

SECTION 1. The Director of Special Events is authorized to give assurances and provide information to and execute grant agreements and such other documents as may be required by D.C.C.A.-T. with respect to the receipt and utilization of the Grant Funds.

SECTION 2. There is hereby appropriated \$856,403.00 or such amount as may actually be received from D.C.C.A.-T. by the City with respect to the aforesaid publicity costs and the Comptroller is hereby authorized to accept the Grant Funds from the D.C.C.A.-T. and to disburse the Grant Funds accordingly.

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

CONFIRMATION OF YEAR 1990 BUDGET APPROPRIATIONS
FOR MAYOR'S OFFICE OF SPECIAL EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration the proposed budget for the Mayor's Office of Special Events, herewith

submits the following appropriations for confirmation by the City Council in accordance with the budget requirements.

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 committee's recommendation was *Concurred In* and the said expenditures for the Mayor's Office of Special Events were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr -- 47.

Nays -- None.

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

[Appropriations transmitted with the foregoing
committee report are printed on page
11233 of this Journal.]

COMMITTEE ON STREETS AND ALLEYS.

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN PUBLIC WAYS.

The Committee on Streets and Alleys submitted the following report:

(Continued on page 11234)

MAYOR'S OFFICE OF SPECIAL EVENTS
PRELIMINARY BUDGETS OUT OF 9000 SERIES

	1990			1989 COSTS		
	Fund 355	Fund 356	Total	Fund 355	Fund 356	Total
All Star Game	\$50,000	\$100,000	\$150,000	\$0	\$0	\$0
Blues Festival	\$125,000	\$300,000	\$425,000	\$124,074	\$270,974	\$395,048
Celebrate & Sponsor Promos	\$25,000	\$20,000	\$45,000	\$16,913	\$0	\$16,913
Christmas/Holiday	\$15,000	\$0	\$15,000	\$15,326	\$0	\$15,326
Gospel Festival	\$125,000	\$175,000	\$300,000	\$137,710	\$198,796	\$336,506
Jazz Festival	\$175,000	\$290,000	\$465,000	\$199,430	\$296,157	\$495,587
Jumping Jacks	\$300,000	\$0	\$300,000	\$0	\$45,000	\$45,000
Martin Luther King (1991)	\$20,000	\$0	\$20,000	\$28,500	\$0	\$28,500
Misc. Grants & Programs	\$13,500	\$135,000	\$148,500	\$42,568	\$188,569	\$231,137
Neighborhood Grants	\$300,000	\$0	\$300,000	\$300,000	\$0	\$300,000
Neighborhood Tech Protocol	\$0	\$175,000	\$175,000	\$0	\$224,987	\$224,987
Sharing It Program	\$175,000	\$0	\$175,000	\$163,875	\$0	\$163,875
Sky Nights	\$0	\$20,000	\$20,000	\$0	\$18,813	\$18,813
Faste Donation	\$75,000	\$75,000	\$150,000	\$143,477	\$117,731	\$261,208
Faste of Chicago	\$0	\$86,000	\$86,000	\$0	\$84,100	\$84,100
Tourism/Host Bus	\$0	\$8,869,820	\$8,869,820	\$0	\$8,883,696	\$8,883,696
Ms Conference of Mayors	\$0	\$0	\$0	\$39,488	\$0	\$39,488
Viva Chicago	\$50,000	\$0	\$50,000	\$0	\$0	\$0
	\$125,000	\$175,000	\$300,000	\$100,000	\$273,834	\$373,834
Total Programs	\$1,573,500	\$10,420,820	\$11,994,320	\$1,311,361	\$10,602,657	\$11,914,018

(Continued from page 11232)

CHICAGO, January 29, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* thirty-five proposed ordinances transmitted herewith (referred on February 1, October 4 and 25, 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

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):

*American National Bank And Trust Company,
Under Trust Number 12599.*

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

SECTION 1. Permission and authority are hereby given and granted to American National Bank and Trust Company, under Trust Number 12599, upon the terms and subject to the conditions of this ordinance, to install and maintain two (2) grease separators

and one (1) manhole in the public way adjacent to the premises known as 2301 -- 2315 North Clark Street. Said grease separators shall be both ten (10) feet in length and five (5) feet in width for a total of fifty square feet each. Said grease separators and manhole shall be located in West Belden Avenue. Authority is herein given and granted for a total of five (5) years from and after date of passage of this ordinance.

The location of said privileges shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privileges shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of Nine Hundred and no/100 Dollars (\$900.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privileges herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of

Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for these privileges, 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 privileges. 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 privileges being granted by this ordinance are 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.

American Telephone And Telegraph/Stein Phase II Partnership.

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

SECTION 1. Permission and authority are hereby given and granted to A.T.&T./Stein Phase II Partnership, an Illinois joint venture, upon the terms and subject to the conditions of this ordinance, to construct, erect, maintain and use the following privileges in the public right-of-way adjacent to the premises at the northwest corner of South Franklin Street and West Adams Street:

Vault.

South Franklin Street.

Approximately two hundred seven (207) feet in length, six (6) feet four (4) inches in width, at a depth of twenty-six (26) feet.

West Adams Street.

Vault 1 -- Ninety-eight (98) feet in length, eight (8) feet in width, at a depth of twenty-six (26) feet.

Vault 2 -- Ninety-eight (98) feet in length, five (5) feet in width, at a depth of twenty-six (26) feet.

Said vaulted area to be used for parking facility, mechanical equipment room and building storage.

Flagpoles and Decorative Lighting Fixtures.

West Adams Street.

Two flag poles and decorative lighting fixtures at entrance to building.

South Franklin Street.

Two flag poles and decorative lighting fixtures at entrance to building.

Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privileges shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privileges shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of Ten Thousand Six Hundred Forty and no/100 Dollars (\$10,640.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privileges herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for

these privileges, 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 privileges. 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 privileges being granted by this ordinance are 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.

Burlington Northern, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Burlington Northern, Incorporated, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed the following described privileges for the purpose of supplying electric current for super-imposed controls on existing "stop and go" lights at South Halsted Street, and for control and lighting of flasher light signals at West Cermak Road between South Morgan Street and South Sangamon Street, West Cermak Road between South Sangamon Street and South Peoria Street, South Canalport Avenue, West 21st Street, West Cullerton Street, the alley between West Cullerton Street and West 19th Place, West 19th Street, West 18th Place and West 18th Street, for the protection of the public at the intersections of the railroad tracks of said company and the streets of the City of Chicago; said installations located as follows:

In West Cermak Road and over and across South Morgan Street, attached to and on the trolley poles of the Chicago Transit Authority on the south curb line of and on West Cermak Road between a point fifty (50) feet west of the west line of South Morgan Street over and across South Morgan Street to a point on the west line of South Sangamon Street, one aerial cable containing not more than five (5) No. 8 copper wires.

Over and across West Cermak Road from a point adjacent to the intersection of the west line of South Sangamon Street and the north line of West Cermak Road over and across West Cermak Road at right angles to a point twenty (20) feet south of the south line of West Cermak Road, two (2) insulated aerial cables each containing not more than five (5) No. 8 copper wires.

Over South Sangamon Street from a point adjacent to the intersection of the west line of South Sangamon Street and the north line of West Cermak Road over and across South Sangamon Street to a point twenty (20) feet east of the east line of South Sangamon Street and twenty (20) feet from the north line of West Cermak Road, one insulated aerial cable containing not more than fourteen (14) No. 16 copper wires. In addition, two (2) No. 6 insulated copper wires carrying 110 volts A. C. and mounted on secondary racks.

Over and across South Canalport Avenue from a point adjacent to the intersection of the south line of South Canalport Avenue and the east line of South Sangamon Street over and across South Canalport Avenue to the intersection of the north line of South Canalport Avenue and east line of South Sangamon Street, one insulated aerial cable containing not more than seven (7) No. 16 copper wires and, in addition thereto, two (2) No. 6 insulated copper wires carrying 110 volts A. C. and mounted on secondary racks.

Over and across West 21st Street from a point adjacent to the south line of West 21st Street and the east line of South Sangamon Street over and across West 21st Street to a point adjacent to the north line of West 21st Street and the east line of South Sangamon Street, one insulated aerial cable containing not more than five (5) No. 8 copper wires, one insulated aerial cable containing not more than seven (7) No. 16

copper wires and, in addition, two (2) insulated copper wires carrying 110 volts A. C. and mounted on secondary racks.

Over and across West Cullerton Street from a point adjacent to the intersection of the south line of West Cullerton Street and the east line of South Sangamon Street over and across West Cullerton Street to a point adjacent to the intersection of the north line of West Cullerton Street and the east line of South Sangamon Street, one insulated aerial cable containing not more than five (5) No. 8 copper wires, one insulated aerial cable containing not more than ten (10) No. 16 copper wires, and two (2) insulated No. 16 copper wires carrying 110 volts A. C. and mounted on secondary racks.

Over and across alley between West Cullerton Street and West 19th Place from a point adjacent to the intersection of the south line of alley between West Cullerton Street and West 19th Place and the east line of South Sangamon Street over and across alley to a point adjacent to the intersection of the north line of alley and the east line of South Sangamon Street, one insulated aerial cable containing not more than ten (10) No. 16 copper wires and in addition two (2) insulated No. 6 copper wires carrying 110 volts A. C. and mounted on secondary racks.

Over and across West 19th Place from a point adjacent to the intersection of the south line of West 19th Place and the east line of South Sangamon Street over and across West 19th Place to a point adjacent to the intersection of the north line of West 19th Place and the east line of South Sangamon Street, one insulated aerial cable containing not more than five (5) No. 8 copper wires, one insulated aerial cable containing not more than ten (10) No. 16 copper wires and, in addition, two (2) insulated No. 6 copper wires carrying 110 volts A. C. and mounted on secondary racks.

Over and across West 19th Street from a point adjacent to the intersection of the south line of West 19th Street and the east line of South Sangamon Street over and across West 19th Street to a point adjacent to the intersection of the north line of West 19th Street and the east line of South Sangamon Street, one insulated aerial cable containing not more than five (5) No. 8 copper wires, one insulated aerial cable containing not more than ten (10) No. 16 copper wires and, in addition, two (2) insulated No. 6 copper wires carrying 110 volts A. C. and mounted on secondary racks.

Over and across the alley between West 19th Street at South Sangamon Street and West 18th Place at South Sangamon Street from a point adjacent to the intersection of the south line of the alley between West 19th Street and West 18th Place and the east line of South Sangamon Street over and across the alley to a point adjacent to the intersection of the north line of the alley and the east line of South Sangamon Street, one insulated aerial cable containing not more than ten (10) No. 16 copper wires and, in addition, two (2) insulated No. 6 copper wires carrying 110 volts A. C. and mounted on secondary racks.

Over and across West 18th Place from a point adjacent to the intersection of the south line of West 18th Place and the east line of South Sangamon Street over and across West 18th Place to a point adjacent to the intersection of the north line of West 18th Place and the east line of South Sangamon Street, one insulated aerial cable

containing not more than five (5) No. 8 copper wires, one insulated aerial cable containing not more than ten (10) No. 16 copper wires and, in addition, two (2) insulated No. 6 copper wires carrying 110 volts A. C. and mounted on secondary racks.

Over and across West 18th Street from a point adjacent to the intersection of the south line of West 18th Street and the east line of South Sangamon Street over and across West 18th Street to a point adjacent to the north line of West 18th Street two hundred sixty (260) feet east of the east line of South Morgan Street, one insulated aerial cable containing not more than five (5) No. 8 copper wires, one insulated aerial cable containing not more than ten (10) No. 16 copper wires and, in addition, two (2) insulated No. 6 copper wires carrying 110 volts A. C. and mounted on secondary racks.

Copperweld strand messenger wire, 9/32" diameter, with tensile strength of 5,174 pounds, is the means of support for aerial cable unless otherwise indicated. All cables and wires will provide a vertical clearance of not less than twenty (20) feet over the streets involved, and cables and wires requiring more than twenty (20) feet clearance are so noted. Aerial cable in all cases will carry 10 volts or less except as noted.

Authority herein granted for a period of five (5) years from and after date of passage.

The location of said privileges shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privileges shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of One Thousand Two Hundred Thirty-four and no/100 Dollars (\$1,234.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privileges herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the

supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for these privileges, 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 privileges. 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 privileges being granted by this ordinance are 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.

The Catholic Bishop Of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to the Catholic Bishop of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a pipe tunnel sixty-six (66) feet in length and six point thirty-three (6.33) feet in width for a total of four hundred eighteen (418) square feet under and across North Cleaver Street, south of West Division Street. Said tunnel to be used for the purpose of transmitting steam, vacuum service and electricity to Holy Trinity High School and located adjacent to its premises at the southwest corner of North Cleaver Street and West Division Street. Authority herein granted for a period of five (5) years from and after July 10, 1986.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of 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.

*Charles H. And Rachel M. Schwab
Rehabilitation Hospital.*

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

SECTION 1. Permission and authority are hereby given and granted to Charles H. and Rachel M. Schwab Rehabilitation Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a ten thousand (10,000) gallon fuel-oil tank eight (8) feet by twenty-six (26) feet ten (10) inches under the north-south sixteen-foot public alley in the rear of 1409 South California Avenue; for a period of five years from and after date of acceptance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the

annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

Chicago Blooms II, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Blooms II, Incorporated, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public way for the purpose of displaying merchandise adjacent to the premises known as 1953A North Clybourn Avenue. Said merchandise display shall be thirty (30) feet in length and two (2) feet in width for a total of sixty (60) square feet in front of the entrance to the building. Said merchandise display shall leave a total of five (5) feet clearance from the face of the curb. Permission herein is given and granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

Chicago Franklin Associates.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Franklin Associates, upon the terms and subject to the conditions of this ordinance, to install and maintain four (4) manholes, one of which shall be located in West Madison Street and shall be used to access a new combination sewer, one of which shall be in North Franklin Street and shall be used to access a new combination sewer and two manholes shall be located in West Calhoun Place and shall be used to access the existing water main. Authority is herein given and granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the

Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Two Hundred and no/100 Dollars (\$1,200.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the

City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

Children's Memorial Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to Children's Memorial Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use the following privileges in the public right-of-way adjacent to the premises at 2300 Children's Plaza:

Conduits -- Four (4) four (4) inch conduits, encased in a concrete envelope approximately twelve (12) inches by twelve (12) inches under and across North Lincoln Avenue four hundred twenty-seven (427) feet northwesterly of center line of North Orchard Street at a depth of approximately thirty (30) inches, connecting an office building to the main hospital location known as 2300 Children's Plaza.

Tunnels -- Two (2) pedestrian tunnels under the public way described as follows:

1 -- Tunnel shall run under and across West Fullerton Avenue at a point one hundred forty (140) feet west of the west line of North Orchard Street and shall be eleven (11) feet in width, sixty-six (66) feet in length, and fifteen (15) feet in depth.

2 -- Tunnel shall run under and diagonally across the east-west sixteen (16) foot partially vacated public alley north of West Fullerton Avenue at a point one hundred forty (140) feet east of the east line of North Burling Street and shall be eleven (11) feet in width, sixteen (16) feet in length, and fifteen (15) feet in depth.

Vault -- Beginning at the south line of West Fullerton Avenue four hundred forty-five (445) feet south of the south line of West Fullerton Avenue, twenty-eight (28) feet in width (fifteen (15) feet under the public way) and at a depth of twenty-five (25) feet.

Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privileges shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privileges shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of Three Thousand Eight Hundred Seventy-seven and no/100 Dollars (\$3,877.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privileges herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for these privileges, 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 privileges. 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 privileges being granted by this ordinance are 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.

Cityfront Hotel Associates Limited Partnership.

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

SECTION 1. Permission and authority are hereby given and granted to Cityfront Hotel Associates Limited Partnership, to construct, maintain and use a soil retention system with tiebacks in the public way, adjacent to premises located at 301 East North Water Street, upon the terms and subject to the conditions of this ordinance. Said retention system shall be used to retain earth adjacent to the site during construction of below grade levels of the building. Dimensions of said soil retention system are as follows: along East North Water Street, said soil retention system shall run for four hundred eighteen (418) feet in length and shall be five (5) feet in width for a total of two thousand ninety (2,090) square feet in area; along North Columbus Drive, said soil retention system shall extend two hundred fifty-four (254) feet in length and five (5) feet in width for a total of one thousand two hundred seventy square feet, (1,270); along North New Street, said soil retention system shall extend for two hundred forty-six (246) feet in length and five (5) feet in width for a total of one thousand two hundred thirty square feet (1,230). In addition, there shall also be one hundred two (102) tiebacks beneath the above listed streets, each tieback measuring forty-eight (48) feet in length and one-half of one foot in diameter. Authority herein given and granted shall be from and after date of passage.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and

repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Thousand Eight Hundred and Fifty-eight and no/100 Dollars (\$7,858.00) 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 and 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. Juan Manuel Escobar.

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

SECTION 1. Permission and authority are hereby given and granted to Juan Manuel Escobar, upon the terms and subject to the conditions of this ordinance, to construct and maintain a fire escape in the public way adjacent to the premises known as 2112 South Fairfield Avenue. Said fire escape shall extend for two (2) stories above the alley at the rear of the aforementioned address. Said fire escape shall be 36 inches in width and twelve (12) feet in height. Authority is herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less

than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

414 Orleans Plaza, Limited.

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

SECTION 1. Permission and authority are hereby given and granted to 414 Orleans Plaza, Limited, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use vaulted area measuring approximately ten (10) feet in length by ten (10)

feet in width for a total of one hundred (100) square feet of space, adjacent to the premises 414 North Orleans Street. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The

grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

General Parking Corporation.

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

SECTION 1. Permission and authority are hereby given and granted, upon the terms and subject to the conditions of this ordinance, to General Parking Corporation, to construct, maintain and use a stair platform adjacent to Columbus Drive. Said stair platform shall be constructed on private property and shall provide pedestrian access to/from the private parking lot on ground level to elevated Columbus Drive. Said stair platform shall be located on the west side of Columbus Drive approximately seventy-eight (78) feet north of the Chicago River with an opening onto Columbus Drive of approximately four (4) feet six (6) inches. The above authority herein granted for a period of five (5) years from and after October 31, 1988.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles

and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

Grand Avenue Partnership

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

SECTION 1. Permission and authority are hereby given and granted to Grand Avenue Partnership, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use an elevated walkway adjacent to the premises at 160 East Grand Avenue. Said walkway will be fifty (50) feet in length and eight (8) feet in width for a total of four hundred (400) square feet and shall be an extension to existing walkway along East Grand Avenue east of North Michigan Avenue in connection with 535 North Michigan Avenue building. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Nine Hundred Twelve and no/100 Dollars (\$912.00) 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.

Inter-Continental Hotels Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Inter-Continental Hotels Corporation, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use as now constructed various privileges on, under and over the public right-of-way adjacent to the premises at 505 North Michigan Avenue as follows:

Two-Story Covered Bridge.

Over the north/south and east/west 18-foot public alleys in the block bounded by North Michigan Avenue, East Grand Avenue, North St. Clair Street and East Illinois Street. Said bridge is used for pedestrian passage and contains portions used primarily as building extensions. Dimensions of the portion of bridge over the north/south alley are approximately one hundred (100) feet in length, eighteen (18) feet in width and twenty (20) feet in height. Dimensions of the portion of bridge over the east/west alley are approximately forty-four (44) feet in length, eighteen (18) feet in width and varies in height from approximately nineteen (19) feet to a height of thirty-one (31) feet. Ground clearance of the bridges is approximately fourteen (14) feet and connects the second floors of the premises at 505 North Michigan Avenue with 153 -- 157 East Grand Avenue.

Vaulted Area.

The outside dimensions of said subsurface space are approximately fifty (50) feet in length and nineteen (19) feet in width. Said area contains a hatch opening on the sidewalk six (6) feet by ten (10) feet at elevation of approximately twenty-four (24) feet and located under the seventy-four (74) foot right-of-way of East Illinois Street at a point adjacent to the north/east line of North Michigan Avenue and proceeds in an easterly direction at a distance of fifty (50) feet and a depth of approximately eight (8) feet.

Loading Platform.

Outside dimensions of the loading dock are ninety-six (96) feet in length and eleven (11) feet in width, located on the east side of lower North Michigan Avenue adjacent to the south line of East Grand Avenue and proceeds from that point in a southerly direction a distance of ninety-six (96) feet.

Curb Cut.

To occupy a portion of North Michigan Avenue as a curb cut for taxicabs. Said occupation of space is approximately eighty (80) feet in length and eight (8) feet in width for a total of six hundred forty (640) square feet.

Refuse Compactor.

To occupy a portion of the sixty-six (66) foot right-of-way of the east side of lower level of North Michigan Avenue approximately one hundred eighteen (118) feet north of the north line of East Illinois Street and eighty-nine (89) feet south of the south line of East Grand Avenue for a refuse compactor installed on a concrete pad, thirty-five (35) feet in length, eleven (11) feet in width, one (1) foot in height for a total of three hundred eighty-five (385) square feet, and containing proper drainage with a cast iron catchbasin and a connection with the existing sewer.

Elevated Sidewalk.

The dimensions of the sidewalk are approximately one hundred ten (110) feet in length, and eleven (11) feet in width. Dimensions of staircase are approximately thirty-six (36) feet in length, and five (5) feet in width. Location of elevated sidewalk is directly adjacent to the southeast corner of North Michigan Avenue and East Grand Avenue and from that point proceeds in an easterly direction along the south line of East Grand Avenue, a distance of approximately one hundred ten (110) feet; thence terminating with the descending staircase.

Flagpoles.

There shall be six (6) wall mounted overhead standards to be attached to the building at 505 North Michigan Avenue. Three (3) standards shall be located along North Michigan Avenue and three (3) standards shall be located along East Illinois Street. Flagpole standards shall be fifteen (15) feet in length and four (4) inches in diameter. Also, there shall be two (2) flagpole standards permanently installed in the public right-of-way along North Michigan Avenue. One shall be installed sixty-seven (67) feet south of the south line of East Grand Avenue and the other shall be installed one hundred one (101) feet south of the south line of East Grand Avenue. These two (2) standards shall be eight (8) inches in diameter and forty (40) feet in height.

Canopies.

Along North Michigan Avenue:

Canopy Number 1 shall be the lobby entrance canopy and is ten (10) feet in length and eight (8) feet in width for a total of eighty (80) square feet.

- Canopy Numbers 2 through 9 shall be above the windows along North Michigan Avenue and shall be eleven (11) feet in length and three (3) feet in width for a total of two hundred sixty-four (264) square feet.

Along East Illinois Street:

Canopy Number 10 shall be the lobby entrance canopy and is eighteen (18) feet in length and eleven (11) feet in width including existing light standards for a total of one hundred ninety-eight (198) square feet.

Canopy Numbers 11 and 12 shall be above the windows along East Illinois Street and shall be eleven (11) feet in length and three (3) feet in width for a total of sixty-six (66) square feet.

Authority for the above named privileges is herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privileges shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privileges shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of Thirty-five Thousand Six Hundred Ninety-two and no/100 Dollars (\$35,692.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privileges herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for these privileges, 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 privileges. 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 privileges being granted by this ordinance are 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.

Interstate Brands Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Interstate Brands Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a reinforced concrete vault containing two (2) electrical conduits; one (1) four-inch aluminum floor line, one (1) four-inch aluminum return line and one (1) galvanized air line, under the parkway in front of and connecting with the basement of 5450 South Wabash Avenue, the center line of said vault being approximately seventy (70) feet north of the north curb line of East Garfield Boulevard and ten (10) feet east of the west property line of South Wabash Avenue, thirteen (13) feet in length, three (3) feet in width and two (2) feet in depth, together with a manhole three (3) feet by three (3) feet in size in the surface of said parkway; for a period of five (5) years from and after November 28, 1985.

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 Fifty and no/100 Dollars (\$350.00) 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.

Joseph T. Ryerson And Son, Incorporated.
(Concrete Casing)

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

SECTION 1. Permission and authority are hereby given and granted to Joseph T. Ryerson and Son, Incorporated, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a seventeen (17) inch concrete casing containing six (6) six (6) inch pipes which include: one (1) high pressure steam pipe, one (1) low pressure steam pipe, two (2) water pipes and two (2) compressed air pipes, for the purpose of heating and cooling the Ryerson north and center warehouse plant buildings. The conduit lies under and across West 15th Street seven (7) feet eight (8) inches east of the east line of South Rockwell Street, at a depth that varies from five (5) feet ten (10) inches on the northerly side of West 15th Street to a depth of eight (8) feet three (3) inches on the southerly side thereof. Authority herein granted for a period of five (5) years from and after April 4, 1989.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for

this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

Joseph T. Ryerson And Son, Incorporated.
(Occupation Of Space And Covered Pedestrian Bridge)

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

SECTION 1. Permission and authority are hereby given and granted, upon the terms and subject to the conditions of this ordinance to Joseph T. Ryerson and Son, Incorporated, to occupy the public right-of-way as follows:

1. Occupation of space commonly known as South Rockwell Street, commencing at a point on the south line of the east-west sixteen (16) foot public alley north of West 18th Street and extending southward to a point on the south line of West 18th Place. Said occupation of space shall include portions of intersected public ways, namely West 18th Street, West 18th Place and the east-west public alley between West 18th Street and West 18th Place.
2. Covered pedestrian bridge over and across South Rockwell Street at a point twenty (20) feet north of the north line of West 16th Street, with two (2) supporting columns on each side of the street in the parkway adjacent to the curbs, connecting the fifth floor of the premises located at the northeast corner of South Rockwell Street and West 16th Street with the fourth floor of the premises located at the northwest corner of said streets. Said covered bridge is not to exceed eleven (11) feet three (3) inches in width nor sixty-five (65) feet ten (10) inches in length and be forty-four (44) feet above the surface of the public way.

The authority herein granted shall exist for a period of five years from and after September 14, 1986.

The location of said privileges shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privileges shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of Three Thousand Two Hundred Twenty-seven and no/100 Dollars (\$3,227.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privileges herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for these privileges, 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 privileges. 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 privileges being granted by this ordinance are 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.

Joseph T. Ryerson And Son, Incorporated.
(Tunnel)

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

SECTION 1. Permission and authority are hereby given and granted to Joseph T. Ryerson and Son, Incorporated, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a tunnel containing conduits used for a communications system. Outside dimensions of tunnel are eleven (11) feet in width and eight (8) feet five (5) inches in height with the highest point of tunnel being approximately one (1) foot eight (8) inches below street grade. Said tunnel shall run under and across the sixty-six (66) foot right-of-way of West 16th Street at a point approximately one hundred thirty-three feet two inches (133'2") east of the east line of South Rockwell Street and connects the premises on the south side of West 16th Street known as 2558 West 16th Street, with the warehouse on the north side of West 16th Street known as 2557 West 16th Street. Authority herein granted for a period of five (5) years from and after March 5, 1988.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage

shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

Kacev Metals, Incorporated.

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

SECTION 1. Permission and authority are hereby give and granted to Kacev Metals, Incorporated, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a loading platform in the sidewalk space on the westerly side of South Lumber Street adjoining premises at 2236 -- 2242 South Lumber Street, not exceeding approximately seventy-five (75) feet in length, eleven (11) feet in width nor five (5) feet in height, with steps at each end thereof. Authority herein granted for a period of five (5) years from and after July 2, 1989.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the

responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

Leaf, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Leaf, Incorporated, upon the terms and subject to the conditions of this ordinance, to maintain and use a sample basin located on the easterly side of North Cicero Avenue approximately two (2) feet from the property line of the premises known as 1155 North Cicero Avenue and approximately one hundred ten (110) feet south of the southeast corner of West Division Street. The above uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after February 27, 1989.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and

grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

Loyola University Of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Loyola University of Chicago, upon the terms and subject to the conditions of this ordinance, to install, maintain and use a stairway to facilitate ingress and egress to its property located at 6525 North Sheridan Road. Said privilege shall be located forty (40) feet nine (9) inches east of a point one hundred fifty-four (154) feet six (6) inches east of the east line of North Sheridan Road and two (2) feet six (6) inches north of the south line of West Loyola Avenue. Dimensions of said stairway shall be two (2) feet six (6) inches in width and shall run for a total distance of forty (40) feet nine (9) inches. Said privilege shall exist by authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk,

provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

Dennis And Mary Beth Manarchy.

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

SECTION 1. Permission and authority are hereby given and granted to Dennis and Mary Beth Manarchy, upon the terms and subject to the conditions of this ordinance, to maintain and use a fire escape over the public way adjacent to the premises known as 656 West Hubbard Street. Said fire escape shall extend from the third story to the second story and shall be thirty-nine (39) feet in length on the second floor, six (6) feet in width on the second floor level and seventeen (17) feet in length, six (6) feet in width on the third floor level. Authority herein granted is for a period of five (5) years from and after date of passage.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the

supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

Milano Enterprises, Limited.

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

SECTION 1. Permission and authority are hereby given and granted to Milano Enterprises, Limited, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way to be used for an overhanging fork symbol adjacent to the premises at 1970 North Lincoln Avenue. Said area to be used shall be sixteen (16) feet in height by thirty (30) inches in diameter for a total of forty-eight square feet. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said 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.

Northern Trust Company, Under Trust Number TH00119.

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

SECTION 1. Permission and authority are hereby given and granted to Northern Trust Company, under Trust Number TH00119, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a subsurface vault. The upper limits of said vault are approximately twelve (12) inches below the sidewalk grade, adjacent to the premises located at 168 North Michigan Avenue. The outside dimensions of the storage vault are forty-five (45) feet in width and twenty-three (23) feet in length for a total of 1,035 square feet and extending not more than eleven (11) feet in depth. Authority herein granted for a period of five (5) years from and after November 4, 1989.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand Six Hundred Fifty and no/100 Dollars (\$2,650.00) 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.

North Park College And Theological Seminary.

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

SECTION 1. Permission and authority are hereby given and granted to North Park College and Theological Seminary, upon the terms and subject to the conditions of this ordinance, to maintain and use the easterly portion of the public right-of-way known as North Albany Avenue, as an extension of the athletic track facility. The length of the said portion is to be limited to four hundred ten (410) feet, and shall begin from the southeast corner of West Foster Avenue and North Albany Avenue, to provide adequate space at the south end of the "dead end" North Albany Avenue for access to the foot path across the North Branch of the Chicago River described as follows: said area begins at a point south of the south line of West Foster Avenue and east of the east line of North Albany Avenue, continuing south a distance approximately four hundred ten (410) feet; thence changing to a westerly direction continuing for a distance of approximately fourteen (14) feet to a point of beginning, for a total of fifty- seven hundred forty (5,740) square feet. Every effort should continue to be made to save the existing trees along the fence line, in order to maintain a continued pleasant aesthetic appearance of the area to the residences on North Albany Avenue. In the event any trees are removed from the subject area, North Park

College will replace with trees the same or better in quality and size, all to be located within the City of Chicago Parkway. All said work is to be performed with the approval and supervision of the Department of Streets and Sanitation. The above described uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after November 14, 1989.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Eight Hundred Seventy-four and no/100 Dollars (\$1,874.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services in 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 and 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.

Norwegian-American Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to Norwegian-American Hospital, upon the terms and subject to the conditions of this ordinance, to install, maintain and use a sample basin adjacent to its property located at 1051 North Richmond Street. Said basin shall be located in the public way of North Richmond Street and shall be eight (8) feet in depth and four (4) feet in width. Said sample basin shall exist by authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk,

provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

161 East Grand Associates.

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

SECTION 1. Permission and authority are hereby given and granted to 161 East Grand Associates, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a loading dock in North St. Clair Street, north of the east-west public alley. Said loading dock being thirty-two (32) feet in length by eighteen (18) feet six (6) inches in width of the east property line of North St. Clair Street and shall be attached to the east side of the building located at 161 East Grand Avenue. Authority for said privilege to remain in effect for five (5) years from and after September 28, 1988.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Nine Hundred Nineteen and no/100 Dollars (\$1,919.00) 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.

Saint Anthony Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to Saint Anthony Hospital, upon the terms and subject to the conditions of this ordinance, to occupy the east sixty (60) feet of South Marshall Boulevard between the south line of West 19th Street and the northerly line of the Burlington Northern Railroad (Chicago, Burlington and Quincy Railroad): a distance of two hundred eighty (280) feet, containing approximately sixteen thousand eight hundred (16,800) square feet of space used for parking of automobiles. Authority herein granted for a period of five (5) years from and after September 9, 1989.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Eight Hundred Twenty-eight and no/100 Dollars (\$1,828.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the 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.

Saint Elizabeth Hospital Of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Saint Elizabeth Hospital of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a five (5) foot trench constructed of reinforced concrete adjacent to the premises located at 1431 North Claremont Avenue. Enclosed within said trench shall be one four (4) inch cold water pipe, a one and one-half (1-1/2) inch condensate return, one three (3) inch steam line and one six (6) inch chilled water return pipe. Also located under the above mentioned supply pipe line shall be twelve (12) electrical conduits located in the same trench crossing at North Claremont Avenue. Said trench shall be located under and across North Claremont Avenue at a point two hundred ninety-two (292) feet south of the south line of West Le Moyne Street, a distance of sixty-six (66) feet under the public way. The above described uses of the public right-of-way shall exist by authority granted for a period of five (5) years from and after September 12, 1989.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage

shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

Security Federal Savings And Loan.

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

SECTION 1. Permission and authority are hereby given and granted to Security Federal Savings and Loan, upon the terms and subject to the conditions of this ordinance, to maintain and use vaulted area in the public right-of-way approximately twenty-four feet in length, five (5) feet in width at a depth of eight feet below sidewalk grade, adjacent to the premises at 1209 North Milwaukee Avenue. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the

Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege.

The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

Sipi Metals Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Sipi Metals Corporation, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public way for the purpose of storage and unloading of box cars. The boundary of said area begins at a point approximately one hundred (100) feet north of the north line of West Wabansia Avenue on the west line of North Besley Court, continuing in

a northerly direction approximately two hundred three (203) feet, thence changing to an easterly direction and continuing for a distance of approximately six (6) feet; thence changing to a southerly direction and continuing for a distance of approximately two hundred three (203) feet; thence changing to a westerly direction and continuing for approximately six (6) feet, to a point of beginning, for a total of approximately twelve hundred twenty (1,220) square feet of space. Authority herein granted for a period of five (5) years from and after November 1, 1989.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred Sixty-five and no/100 Dollars (\$465.00) 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.

The Sisters Of Saint Casimir Of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to The Sisters of Saint Casimir of Chicago, corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use a tunnel containing an eight-inch steam supply line and a three-inch return line under and across South Washtenaw Avenue approximately five hundred twenty (520) feet south of the center line of West Marquette Road, not more than three (3) feet in width nor three (3) feet in height; for a period of five (5) years from and after November 28, 1985.

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.

Twenty North Wacker Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Twenty North Wacker Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a concrete and steel ornamental portico. The dimensions of the portico are approximately three hundred sixty (360) feet in length, twelve (12) feet in width, and approximately thirty-two (32) feet in height. The portico is supported by eighteen (18) concrete and steel fluted columns which are approximately fifteen (15) feet in height, and are spaced at intervals of thirteen (13) feet. The portico is located on the west side of North Wacker Drive, from a point approximately fourteen (14) feet north of the north line of West Madison Street, to a point approximately fourteen (14) feet south of the south line of West Washington Street. The ornamentation of the portico conforms with that of the forty-five (45) story building to which it is attached and a part of, said building more commonly known as 20 North Wacker Drive. Authority herein granted for a period of five (5) years from and after January 28, 1988.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Thousand Four Hundred Eleven and no/100 Dollars (\$7,411.00) 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.

The University Of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed, steam service pipes consisting of one (1) six-inch high-pressure steam main, one (1) three-inch high pressure drip main beginning at an existing steam service manhole located under the sidewalk on the west side of South Ingleside Avenue at a point approximately thirty-nine (39) feet south of the south curb line of East 60th Street; thence running south under said sidewalk entering a new manhole, the south wall of said manhole shall be at a point approximately one hundred ninety-six (196) feet south of south curb line of East 60th Street; thence west from said manhole one (1) two and one-half inch steam main, one (1) and one-quarter inch condensate return main and one (1) one-inch high-pressure drip main entering private property, all of said steam service pipes to be encased in an insulated conduit. The above described use of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after November 28, 1989, File No. 30.

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 in 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 and 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.

University Hospital Associates Limited Partnership.

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

SECTION 1. Permission and authority are hereby given and granted to University Hospital Associates Limited Partnership, upon the terms and subject to the conditions of this ordinance, to install, maintain and use an eight (8) inch water line in the public way located on West Haddon Street adjacent to 1116 North Kedzie Avenue. Said water line shall be installed on the south side of West Haddon Street and shall connect to the 8-inch water main in the alley located at the west end of the street. Said water line shall then run east for a distance of two hundred (200) feet connecting with the building. The above described use of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after September 25, 1989.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Fifty and no/100 Dollars (\$350.00) 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.

COLUMBIA COLLEGE AUTHORIZED TO CONSTRUCT
AND OPERATE INTEROFFICE FIBER OPTIC
TELECOMMUNICATIONS SYSTEM
IN PUBLIC WAY.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, February 6, 1990.

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 December 20, 1989) for Columbia College, to construct and operate an interoffice fiber optic telecommunications system located in the public way in portions of a north-south alley bounded by East Harrison Street, East Polk Street, South Michigan Avenue and South Wabash 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Various persons have requested permission to place two-way high-speed interoffice telecommunications systems, consisting primarily of fiber optic cables for their

own internal use and not for sale, resale, exchange or lease in the public ways of the City of Chicago, Illinois (the "City"); and

WHEREAS, It is in the best interest of the City to provide permits facilitating the development of state-of-the-art interoffice telecommunications systems serving the City; and

WHEREAS, It is in the best interest of the City that the City receive fair and reasonable compensation from persons using the public assets of the streets and ways for interoffice telecommunications; and

WHEREAS, The City wishes to provide uniform terms and conditions to the greatest extent possible for qualified persons who have requested permission to place interoffice telecommunications systems, consisting primarily of fiber optic cables, in the public ways for their own internal use and not for sale, resale, exchange or lease; and

WHEREAS, Columbia College ("Grantee") is an Illinois not-for-profit corporation which is engaged in the business of television broadcasting; and

WHEREAS, Grantee wishes to construct, maintain and operate a two-way high-speed telecommunications system in the public ways of the City for its own internal use and not for sale, resale, exchange or lease; now, therefore,

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

SECTION 1. Definitions.

1.1 "Affiliates" shall include any subsidiary or parent corporation of Grantee or any entity which is under control of a parent or subsidiary of Grantee or any entity which is capable of exercising a substantial degree of control over Grantee through ownership of stock or partnership interests in Grantee.

1.2 "Annual Fee" shall mean the annual amount payable in advance to the City by the Grantee pursuant to Section 5.1 hereof and shall be Six Dollars (\$6.00) per lineal foot which the Authorized Routes occupy in the Public Ways. Subject to Section 3.4 hereof, in calculating the Annual Fee, the number of lineal feet of Authorized Routes is determined without regard to the number of conduits, cables, fibers or other telecommunications facilities to be installed by Grantee in a particular portion of the Public Ways.

1.3 "Authorized Routes" shall mean the lineal routes within specified public ways of the City which Grantee is authorized to use, subject to the requirements and limitations of this ordinance, for the purpose of installing, constructing, operating, maintaining, renewing and repairing its Interoffice Telecommunications System, as set forth in Exhibit 1 attached hereto and made a part hereof.

1.4 "Cable Television System" shall mean any system in the City required to be franchised by the City pursuant to Chapter 113.1 of the Chicago Municipal Code in order to operate, including any system consisting of a set of closed transmission paths with associated signal generation and/or reception and control equipment designed to distribute the following services to members of the public who subscribe therefor: (1) one-way transmission of video and audio programming provided by, or considered comparable to programming provided by, a television broadcast station, (2) information that an operator of a Cable Television System makes available to all subscribers generally and (3) incidental subscriber interaction required for the selection of such programming and information.

1.5 "Contractor" shall mean collectively any contractor, subcontractor, agent or consultant employed by Grantee or an Affiliate to construct, install, operate or maintain Grantee's Interoffice Telecommunications System. A Contractor may be an Affiliate.

1.6 "Interoffice Telecommunications Services" shall mean the transmission by Grantee of primarily high-speed communications signals through an Interoffice Telecommunications System point-to-point between separate locations used by Grantee in its trade, business or occupation; provided that the provision of Interoffice Telecommunications Services shall not include either the operation of a Cable Television System or the sale, resale, lease or exchange of telecommunications facilities or services to Affiliates or third parties.

1.7 "Interoffice Telecommunications System" shall mean a system, consisting primarily of fiber optic cables, designed and operated by Grantee solely to provide Interoffice Telecommunications Services by means of electromagnetic, including light transmission, including all instrumentalities, facilities, apparatus, repeaters, conduit, fiber optic cables, splicing boxes and services (including the collection, storage, forwarding, switching and delivery of Telecommunications Services); provided that no portion of an Interoffice Telecommunications System shall also constitute all or any portion of a Cable Television System or shall also be used to sell, resell, lease or exchange telecommunications services or facilities with Affiliates or third parties.

1.8 "Public Ways" shall mean the surface, the air space above the surface, and the area below the surface of any public street and any highway, and any lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway or other public right-of-way including public utility easements or rights-of-way, and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in which the City holds rights sufficient, without consent of any other party, to permit Grantee to the use thereof for the purpose of installing or maintaining Grantee's Interoffice Telecommunications System.

SECTION 2. Grant Of Rights.

2.1 Grant Of Rights.

The City hereby grants to Grantee the non-exclusive right to construct, install, repair, operate and maintain an Interoffice Telecommunications System along the Authorized Routes on the terms and conditions set forth herein. This Agreement does not authorize Grantee to operate a Cable Television System or to sell, lease, re-lease, exchange or resell telecommunications services to Affiliates or third parties.

2.2 Term And Effective Date.

The term of this Agreement and of the rights granted hereunder shall be five (5) years from the date of passage by the Chicago City Council of this ordinance, (the "Expiration Date") of this Agreement.

2.3 Interim Extension In The Absence Of Default.

Notwithstanding Section 2.2 but subject to the following sentence, Grantee's privileges to use the Authorized Routes shall not be deemed terminated and the term of this ordinance shall be deemed extended on a year-by-year basis in the absence of any material default by Grantee of the terms and conditions of this ordinance so long as Grantee continues to make timely payment of the Annual Fee. However, either party may terminate the rights, privileges and obligations set forth in this ordinance for any reason at any time after the Expiration Date, such termination to become effective upon sixty (60) days written notice to the other party of such termination.

2.4 Renewal.

Grantee is responsible for obtaining from the City a new ordinance for submission to the City Council preserving or extending the privileges granted herein prior to the Expiration Date. The City has no obligation to renew any particular terms or to renew the rights granted by this ordinance if the Commissioner of General Services determines such terms or such renewal is not in the best interests of the City. Any proposed renewal, extension or modification through such ordinance is subject to City Council approval, modification or rejection in its sole discretion.

2.5 Location Of Authorized Routes.

Grantee's Interoffice Telecommunications System may extend for a total distance of one hundred thirty-five (135) linear feet or approximately 0.0256 miles along the Authorized Routes as set forth in Exhibit 1 attached hereto and made a part hereof.

2.6 Acts Or Omissions Of Affiliates.

During the term of this ordinance, Grantee shall be liable for the acts or omissions of any entity used by Grantee (including an Affiliate) when such entity is involved directly or indirectly in the construction, installation, maintenance or operations of Grantee's Interoffice Telecommunications System as if the acts or omissions of such entity were the acts or omissions of Grantee.

SECTION 3. Nature Of Limitation Of Rights Granted.

3.1 Rights Not Exclusive.

This is a nonexclusive privilege to use the Public Ways and is made expressly subject to and subordinate to the right of the City to use the Authorized Routes for any public purpose.

3.2 Other Permittees.

The City does not agree to restrict the number of Interoffice Telecommunications Systems, franchises, licenses or permits in any part or all of the City. The permission and authority herein granted are not intended to limit or modify any franchise, license or permit previously granted or which may be granted by the City to any other occupant of the Public Ways. Therefore, the Grantee, recognizing the rights of other franchisees, licensees and permittees in the Public Ways, shall exercise the authority herein granted in such a manner as not to interfere unreasonably with the rights of other prior or future franchisees, licensees and permittees in the Public Ways and to act so as not to endanger or to impair the facilities of any other such franchisee, licensee or permittee. Prior and future franchisees, licensees or permittees shall also, in like manner, be required to respect the rights and not interfere with the rights of the Grantee herein.

3.3 City's Rights Over Authorized Routes.

3.3.1 City's Authority Is Paramount.

At Grantee's own risk, the City may make use in the future of the Authorized Routes in which Grantee's Interoffice Telecommunications System is located in a manner inconsistent with Grantee's use of such public right-of-way for its placement of its Interoffice Telecommunications System.

3.3.2 Removal And Relocation.

The permit referred to in Section 12.1 may be revoked in whole or in part by the Commissioner of General Services whenever he or the Commissioner of Public Works considers it necessary or advisable for a public purpose. Upon thirty (30) days written notice of partial or complete revocation to Grantee of such permit from the Commissioner of General Services, Grantee shall remove, modify, replace or relocate all or any portion of its facilities as required at its own expense. In the event that Grantee shall not remove, modify, replace or relocate its facilities as required by said notice within thirty (30) days as aforesaid, the Commissioner of Public Works may cause the same to be done at Grantee's expense and all expenses incurred or damages paid by the City on account of such action shall be paid by Grantee upon demand. Such use by the City includes, but is not limited to, its exercise of police or to proprietary power to modify, vacate or transfer what is now the Authorized Routes. At Grantee's own risk, the City has a predominant right to use the Authorized Routes in the placement, maintenance and repair of sewers, water mains and other public utility facilities or to relocate or remove Grantee's Interoffice Telecommunications System where the City determines public convenience would be enhanced or for any other purpose, including but not limited to the use of the Authorized Routes for public transportation purposes. Grantee shall remove, replace or modify at its own expense, the installation of any of its facilities as may be deemed necessary by any other appropriate governmental authorities to meet its proper responsibilities. In the event the City exercises its predominant right to use any part of the Authorized Routes for a public purpose, the City shall reasonably cooperate with Grantee in finding an alternate site for any telecommunications facilities removed and in avoiding disruption to Grantee's Interoffice Telecommunications Services to the extent not reasonably required by the City. In an emergency, as determined by the Commissioner of Public Works, the City may order Grantee to remove or relocate its facilities within forty-eight (48) hours. If the City exercises any of its rights pursuant to this Section 3.3, Grantee shall have the option, upon notice to the Commissioner of General Services, of abandoning the portion of its Interoffice Telecommunications System to be so removed or relocated and deleting such portion from the Authorized Routes. Any relocations of Grantee's system pursuant hereto conducted with the approval of the Commissioner of Public Works shall be automatically considered within the Authorized Routes and an amended or restated Exhibit 1 shall be filed with this ordinance. The calculation of the Annual Fee shall be adjusted according to such abandonment or relocation.

3.3.3 Fire Or Other Disaster.

Wherever, in case of fire or other disaster, it becomes necessary in the judgment of the City to remove or damage any of Grantee's facilities, no charge shall be made by Grantee against the City for restoration and repair.

3.3.4 Temporary Removal.

At the request of any person holding a valid building permit issued by the City or other appropriate governmental authority and upon reasonable notice, depending on the circumstances not exceeding thirty (30) days, Grantee shall temporarily raise, lower or remove its cables as may be necessary to facilitate such move, subject to payment in advance to the Grantee of the direct expenses of such temporary move by the permit holder, including standby time.

3.4 No Burden On Public Ways.

Grantee shall not attempt to construct, or install its Interoffice Telecommunications System in such a fashion as to unduly burden the present or future use of the Authorized Routes. In designing its Interoffice Telecommunications System, Grantee shall not provide for conduit space in excess of Grantee's present or reasonably anticipated future needs. The Commissioner of Public Works is authorized to regulate the size of the conduit system to be used by Grantee, as well as other physical characteristics of Grantee's Interoffice Telecommunications System. In the event that the Commissioner of Public Works shall determine that any portion of Grantee's Interoffice Telecommunications System, either planned or constructed, unduly burdens any portion of the Authorized Routes for present or future use, Grantee shall be required either to modify its plans for construction of its Interoffice Telecommunications System, or to take such actions as the Commissioner of Public Works shall determine for the sake of public convenience to eliminate the problem within the time frame provided by the Commissioner of Public Works and the Chicago Municipal Code.

SECTION 4. Change Of Control And Assignment.

4.1 Change Of Control.

4.1.1 Privilege Is Personal To Grantee.

The rights granted pursuant to this Agreement shall be a privilege to be held in personal trust by Grantee. Grantee shall not transfer, assign or lease the rights granted in this

Agreement or its ownership or operation of its Interoffice Telecommunications System, or any portion thereof through sale, merger, corporate reorganization, consolidation, foreclosure, leaseback or any other manner or transfer, lease or assign in any manner any space or conduit space occupied by its Interoffice Telecommunications System, without prior consent of the City Council expressed by resolution and then only on such conditions as may be therein prescribed. Any sale, transfer, lease or assignment not made according to the procedures set forth in this Section 4 shall void the rights granted by this ordinance. The sale, transfer, lease or assignment in bulk of the major portion of the tangible assets of Grantee shall be considered an assignment and subject to the provisions of this Section 4.

4.1.2 Authorization By City Council.

Any sale, transfer or assignment described in Section 4.1.1 authorized by City Council shall be made by a bill of sale or similar document, an executed copy of which shall be filed with the Commissioner of General Services within thirty (30) days after any such sale, transfer or assignment; provided however, that the assignee must agree to comply with this Agreement and amendments thereto, and must be able to provide proof of legal, technical, financial, and character qualifications as determined by the City, and provide disclosure of ownership interests as required by Chapter 26.1 of the Municipal Code of Chicago and provide such other certifications as the City shall determine are required.

4.1.3 Transfer To Subsidiary.

Notwithstanding Section 4.1.1, Grantee may form a wholly owned subsidiary and assign its rights under this Agreement to such subsidiary without prior consent of the City Council; provided, however, that Grantee shall provide notice of such assignment and full disclosure to the Commissioner of General Services as to the nature of such subsidiary within thirty (30) days of such assignment.

4.1.4 Disclosure Of Ownership.

Prior to adoption of this ordinance, Grantee has submitted to the Commissioner of General Services, the Economic Disclosure Statement required by Chapter 26.1 of the Chicago Municipal Code. Grantee, or any assignee permitted hereunder, shall, within thirty (30) days of any such transaction, file an amendment to the foregoing statement of ownership interest with the Commissioner of General Services in the event ownership of ten percent (10%) of the right to control Grantee is acquired during the term of this ordinance by any person or one or more groups of persons acting in concert after the Effective Date.

SECTION 5. Compensation.**5.1 Annual Fee.**

Except as set forth below, throughout the term of this ordinance, Grantee agrees to pay the City for the use of the Authorized Routes the Annual Fee of \$810.00 on or prior to each anniversary of the date of passage of this ordinance by the Chicago City Council. The first year's Annual Fee for this Grantee shall be due within thirty (30) days after passage of this ordinance.

5.2 Not A Tax.

Payment by Grantee to the City of the Annual Fee is compensation for use of the Public Ways and shall not be considered in the nature of a tax. Such payments shall be separate from and additional to any and all federal, state, local and municipal taxes, as may be due, which are separate and distinct obligations of Grantee.

5.3 Subsequent Action Affecting Compensation.

If during the term of this ordinance any court, agency or other authority of competent jurisdiction takes any action or makes any declaration that adversely affects the Annual Fee, the City and Grantee shall enter into negotiations to amend this ordinance to make the City whole in a manner consistent with said action or declaration by restoring the City to a position equivalent to that which it held prior to said action or declaration.

5.4 Other Fees.

In addition to and unrelated to the payment of the Annual Fee, Grantee shall pay all fees necessary to obtain federal, state, local and City licenses, permits and authorizations required for construction, installation, maintenance or operation of its Interoffice Telecommunications System; provided, however, that no fee shall be especially imposed on Grantee by the City for any such license, permit or authorization other than standard fees of general application required by City ordinance or the City Municipal Code, including, but not limited to, fees required in connection with obtaining electrical wiring permits from the Building Department. Grantee shall also pay such additional fees for the use of City-owned conduits as may be required by the Chicago Municipal Code.

SECTION 6. Insurance And Indemnification.**6.1 Insurance.**

On or prior to any commencement of construction of Grantee's Interoffice Telecommunications System and in no event later than thirty (30) days following the date of passage of this ordinance and at all times during the term thereof, and thereafter during such time as may be required to remove Grantee's Interoffice Telecommunications System and restore the Authorized Routes pursuant to Section 9.2 hereof, Grantee shall obtain, pay all premiums for, and file with the City Comptroller's Office of Risk Management evidence of the insurance coverages specified below:

- (A) **Worker's Compensation and Occupational Disease Insurance.** Grantee shall obtain Worker's Compensation and Occupational Disease Insurance in statutory amounts under Illinois law, covering all employees of the Grantee and any Contractor. Employer's liability coverage with limits of not less than \$100,000 each accident or illness shall be included.
- (B) **Commercial Liability Insurance.** Grantee shall obtain Commercial Liability or Comprehensive General Liability (Broadform) Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and/or property damage liability. Products/completed operation, independent contractors and contractual liability coverages are to be included. The City is to be named as an additional insured. Any self-insured retention provision shall be approved by the City Comptroller's Office of Risk Management.
- (C) **Railroad Protective Liability Insurance.** When any work is to be done adjacent to or on transit property, Grantee shall provide, with respect to the operations Grantee or any Contractor performs, Railroad Protective Liability Insurance (AAR-AASHTO form) in the name of the transit entity. The policy shall have limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. A \$6,000,000 annual aggregate may apply.
- (D) **Automobile Liability Insurance.** When any motor vehicles are used in connection with the work to be performed, Grantee shall maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. The City is to be named as an additional insured.

6.2 Qualified Companies.

All insurance policies called for in this ordinance shall be issued by companies authorized to do business in Illinois and satisfactory to the City Comptroller's Office of Risk Management and each insurance policy shall be satisfactory to the City Comptroller's Office of Risk Management. Each such insurance policy shall contain a covenant or endorsement of the insurance company to provide sixty (60) days written notice by registered mail of the insurance company's intention to cancel, substantially change, or not to renew such policy to both the City Comptroller's Office of Risk Management and the Grantee. A Grantee shall, in the event of any such notice, obtain, pay premiums for, and file with the City Comptroller written evidence of the issuance of any replacement policies within sixty (60) days following receipt by the City or the Grantee of any such notice. Failure to carry or keep such insurance in force throughout the period set forth in Section 6.1 shall constitute a material breach of this ordinance. The City reserves the right to stop any work related to Grantee's Interoffice Telecommunications System until proper evidence of insurance is furnished.

6.3 Right To Require Replacement Of Insurance.

If the financial conditions of any insurance company providing an insurance policy pursuant to Section 6 materially and adversely changes the City may, at any time, require that any insurance policy be replaced with such other insurance policy consistent with the requirements set forth in this Section 6.

6.4 Alteration.

Grantee shall not materially change or alter the terms or conditions of the insurance policies referred to herein or replace or cancel said insurance policies without prior approval of the City Comptroller's Office of Risk Management.

6.5 City Comptroller's Right To Increase Minimum Amount.

In the event of changed circumstances that would render the amounts of the insurance policies set forth in Section 6 hereof inadequate, the City Comptroller reserves the right to reasonably increase the minimum amounts of such insurance policies upon sixty (60) days prior written notice to Grantee in order to ensure adequate protection to the City. Within sixty (60) days after such notice, Grantee shall increase the amounts of such insurance policies, as applicable, to an amount equal to or greater than the increased minimum amounts.

6.6 No Excuse From Performance.

None of the provisions contained herein nor the insurance policies required herein shall be construed to excuse the faithful performance by Grantee of the terms and conditions of this ordinance or limit the liability of Grantee under this ordinance for any and all damages in excess of the amounts of such insurance policies.

6.7 Insurance For Contractors And Subcontractors.

Grantee shall provide coverage for any Contractor by either obtaining the necessary endorsements to its insurance policies or requiring such contractor or subcontractor to obtain appropriate insurance coverage consistent with Sections 6.1(A) through 6.1(D) of this ordinance and appropriate to the extent of its involvement in the construction, installation, maintenance or operation of Grantee's Interoffice Telecommunications System and shall provide evidence of the foregoing as required in Section 6.1.

6.8 Indemnity.

Grantee shall be solely responsible for the support, safety and protection of its Interoffice Telecommunications System and the Authorized Routes being used by Grantee and for the safety and protection of all persons and all property coming into contact with Grantee's facilities or their operations. Grantee shall, at its sole cost and expense, indemnify, defend, keep and save harmless the City, its officials, boards, commissions, consultants, agents and employees (collectively the "Indemnified Parties") against any and all suits, causes of action, proceedings and judgments for claims, damages (whether such claims and damages are for personal injury, property damage or loss or interruption of utility service) suits, liabilities, judgments, cost and expenses (collectively referred to as a "Loss") arising out of the grant of rights pursuant to this ordinance and Grantee's installation, construction and maintenance and operation of its Interoffice Telecommunications System, or which in any way may result therefrom, whether or not it shall be alleged or determined that a Loss was caused through negligence or omission of Grantee or any of its employees, Affiliates or Contractors. The term "Loss" specifically shall be deemed to include, but not be limited to, any liability for the payment of Workmen's Compensation under Illinois law which the City is required to make and Grantee specifically covenants to reimburse the City for any such payments made by the City. Grantee shall, at its own expense, appear, defend and pay all attorneys fees and all other costs and expenses arising therefrom or incurred in connection therewith. Grantee expressly understands and agrees that insurance required by this ordinance shall in no way limit the responsibility of Grantee to indemnify, keep and save harmless and defend the Indemnified Parties pursuant to this section. Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses of the City, such as attorney fees, and shall also include the reasonable value of any services rendered by the Corporation Counsel or his assistants or any consultants, employees or agents of the City.

SECTION 7. Construction And Installation Of Grantee's Interoffice Telecommunications Systems.

7.1 Approval Of Specific Location.

Prior to the date of introduction of this ordinance, Grantee shall have placed on file for approval with the Commissioner of General Services and Commissioner of Public Works final drawings, maps and plans showing the exact proposed location of each telecommunication facility comprising a part of Grantee's Interoffice Telecommunications System to be installed on the Authorized Routes and the location of each conduit to be entered and the number of manholes or other openings to gain access to said conduit and a proposed construction schedule. Deviation from previously approved drawings, maps, plans and construction schedules must also be submitted in a timely manner for approval by Grantee to the Commissioner of General Services and the Commissioner of Public Works. Similar information shall be filed with the Commissioner of Public Works for approval, prior to the issuance of a permit for the proposed installation or construction of any extension, reduction or removal of any portion of Grantee's Interoffice Telecommunications System along the Authorized Routes. No telecommunications facility of Grantee may be constructed or installed on any portion of the Authorized Routes without approval of the Commissioner of Public Works and the issuance of a permit therefor, which permit shall indicate the date, time, manner and place of laying or installing each such facility. Grantee shall also obtain such construction, performance or other bonds of such type and in such amounts as may be required by the Commissioner of Public Works. Similarly, approval by the Commissioner of Public Works is required prior to any extension, reduction or removal of Grantee's Interoffice Telecommunications System along an Authorized Route. Approval by the Commissioner of Public Works of the construction and installation of any portion of Grantee's Interoffice Telecommunications System shall not be not deemed a waiver of any other applicable requirements of federal or Illinois law or the Chicago Municipal Code and Grantee shall also comply with any such other requirements, including but not limited to federal Occupational Safety and Health Administration industrial standards. The Commissioner of Public Works may set reasonable standards to prevent any portion of the Public Ways from being overburdened. (Grantee is aware that, under certain circumstances, approvals related to Grantee's use of the Authorized Routes are required from other City departments, such as Streets and Sanitation and the Building Department and Grantee is responsible for obtaining such approvals in a timely fashion as required.)

7.2 Construction Requirements And Standards.

7.2.1 In General.

Grantee shall construct, install, maintain and operate its Interoffice Telecommunications System in a safe, orderly and workmanlike manner utilizing only materials of good, durable quality with due respect for engineering considerations and in

accordance with applicable federal, state and local laws and regulations. Grantee shall at all times install its telecommunications facilities in accordance with the standards set by the City's Department of Public Works and the Building Department.

7.2.2 Compliance Standards.

Grantee shall at all times comply with the following:

- (A) UL Code (latest edition).
- (B) Applicable provisions of the Municipal Code of Chicago.
- (C) Written standards of the Department of Public Works and the Building Department applicable to Grantee's construction, installation, operation and maintenance of its Interoffice Telecommunications System.

7.2.3 Construction And Installation Procedures.

Grantee shall submit to the Department of Public Works documents which set forth the specifications, standards and procedures for construction and installation of its Interoffice Telecommunications System. Said specifications, standards and procedures shall be consistent with the highest standards of the telecommunications industry and shall, at a minimum, establish procedures to ensure quality work and provide for the safety and protection of residents and property. Said documents shall be submitted to the Commissioner of Public Works for approval prior to commencement of construction of Grantee's Interoffice Telecommunications System.

7.2.4 "As Built" Drawings.

Grantee shall submit to the Commissioner of Public Works "as built" drawings of the portions of Grantee's Interoffice Telecommunications System located along the Public Ways of a size and material satisfactory to the Commissioner of Public Works within sixty (60) days after completion of construction of such portions. Such drawings shall be updated by Grantee whenever material changes are made to Grantee's Interoffice Telecommunications System which impact the Public Ways within sixty (60) days of such material change. Said drawings shall at a minimum include cable routings and the location of amplifiers, power supplies and system monitor test points.

7.2.5 Emergency Or Disaster.

In case of emergency or disaster, Grantee shall, upon request of the City, make available its facilities to the City, without costs, for emergency use.

7.2.6 Use Of Existing Conduits.

Grantee shall use existing conduits and other facilities whenever economically feasible and shall not construct or install any new, different or additional conduits or other facilities in the City without approval of the City and any other applicable governmental agency or on private property, of the property owner.

7.2.7 Adjoining Property Owners.

All of Grantee's Interoffice Telecommunications System shall be so installed and located so as to cause minimum interference with the rights and appearance and reasonable convenience of adjoining property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public. Suitable barricades, flags, lights or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any fixtures placed in any Public Ways by Grantee shall not interfere with the usual and just customary uses of or any specifically permitted or licensed use of the Public Ways.

7.2.8 Adjustment Of Utility Facilities.

In the event that the location of Grantee's Interoffice Telecommunications System will require an adjustment of the location of existing public or private utility facilities, Grantee must obtain written consent of the owner of such utility including, where applicable, all relevant City departments to such adjustment and make such arrangements for the payment or reimbursement of the cost of such adjustment as are satisfactory to the owner of such utility including, where applicable, all relevant City departments. No permit for construction pursuant to Section 7.1 will be issued until the Commissioner of Public Works is satisfied that the requirements of this paragraph 7.2.8 have been satisfied. In no case shall Grantee be entitled to perform such adjustment or disturb such utility facilities without the written consent of the owner of such utility.

7.2.9 Electrical Permit.

All installation work for Grantee's Interoffice Telecommunications System shall be performed by electrical contractors licensed pursuant to Chapter 86 of the Chicago Municipal Code.

7.3 Restoration.

In the event of disturbance of the Public Ways or private property by Grantee, Grantee shall, at its own expense and in a manner approved by the City or other appropriate governmental authority and the owner, rebuild, restore and repair such Public Ways or private property in as good a condition as before the work causing such disturbance was done. In the event Grantee fails to perform such rebuilding, replacement or restoration, the City or the owner shall have the right to do so at the sole expense of Grantee.

SECTION 8. Inspection And Physical Audit.

8.1 Inspection.

The City reserves the right to make, at any time after the date of passage of this ordinance and throughout the duration of this ordinance, physical on-site inspections of Grantee's Interoffice Telecommunications System, including Grantee's telecommunications terminals, at the City's discretion. Grantee will accommodate the City's monitoring needs by providing the Department of Public Works a map and specifications which Grantee shall update annually or indicate "no change" (as the case may be) and submit to the City at the time of Grantee's payments of its Annual Fee. Said map will identify the locations of all terminals and junction boxes, and the lineal footage of each portion of Grantee's Interoffice Telecommunications System located in the Public Ways.

8.2 Physical Audit.

In the event that the Commissioner of Public Works has reason to believe at any time that there is a material discrepancy between information submitted by Grantee pursuant to this Section 8 and the size, location or nature of Grantee's Interoffice Telecommunications System, then the City may send its own personnel or hire an engineering firm of the City's choice to perform an unannounced physical audit of Grantee's Telecommunications System (the "City's Inspector"). Grantee shall cooperate with such an audit. Grantee shall pay the reasonable costs and fees of up to two (2) physical audits to be performed during any twelve-month period. If the City's Inspector determines

in said audit that a documented material discrepancy existed as of the date of any audit between the results of such physical audit and the information contained in the specifications and summaries that Grantee has placed on file with the City, Grantee shall be given written notice of said discrepancy and be given ten days to file a written response explaining or contesting the discrepancy. If thereafter the Commissioner of Public Works reasonably determines the existence of said discrepancy, Grantee shall owe the City the sum of any underpayment which has resulted from the discrepancy (plus interest as specified in Section 11), and pay the City Comptroller for the costs and fees of the audit by the City's Inspector (if paid for or due to be paid by the City) as well as any required follow-up by City's Inspector within thirty (30) days of Grantee's receipt of the decision of the Commissioner of Public Works.

8.3 Trespassing Facilities.

Any portion of Grantee's Interoffice Telecommunications System in the Public Ways but not along the Authorized Routes is known as a "Trespassing Facility". Upon discovery of a Trespassing Facility by the City, the Commissioner of Public Works shall have the following options:

- (A) Order the immediate removal of the Trespassing Facilities from the Public Ways.
- (B) Seek to obtain liquidated damages to the extent provided pursuant to Section 11 hereof.
- (C) Seek other remedies available to the City under the Chicago Municipal Code, this ordinance or under Illinois law;

provided that the Commissioner of Public Works may waive for a period of thirty (30) days any such sanctions in the event he determines that (i) the trespass was inadvertent and (ii) Grantee is making a good faith effort to remove or relocate the Trespassing Facility promptly, so as to correct any violation of this ordinance. Said waiver may be extended beyond the thirty (30) day correction period by the Commissioner of Public Works for circumstances beyond the reasonable control of Grantee, but only upon prior approval by the Commissioner of Public Works of Grantee's timetable specifying the anticipated date the Trespassing Facility will be removed or relocated so as not to violate this ordinance.

SECTION 9. Repeal Of Privileges.**9.1 Basis For Repeal Of Ordinance.**

This ordinance may be repealed by the City Council (upon referral from the Mayor or on its own motion) at any time.

9.2 Removal Or Abandonment Of Grantee's Interoffice Telecommunications System.**9.2.1 Removal By Grantee.**

Upon repeal of this ordinance pursuant to Section 9.1, or upon revocation or termination of the privilege herein granted, the Grantee, without cost or expense to the City of Chicago, shall promptly remove or abandon in place, at the option of the City, its Interoffice Telecommunications System and restore the Public Ways where disturbed by removal of said structures or appliances to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with this ordinance and the Chicago Municipal Code. In all cases, such facilities which are not removed within one (1) year of such date of termination or revocation shall become the property of the City. In determining whether and the extent to which such facilities shall be so removed or abandoned, the Commissioner of General Services shall take into account the best interests of the City and shall consider all other relevant factors.

9.2.2 Removal By The City.

In the event of the failure or refusal of the Grantee to remove facilities or restore the Public Ways where facilities are removed, as required by Section 10.2.1, the City may remove or cause the removal of Grantee's Interoffice Telecommunications System provided, however, that the City shall be reimbursed by Grantee for the total costs of such removal.

SECTION 10. Sanctions.**10.1 Liquidated Damages.**

The events set forth below will result in damages that will be impracticable or difficult to ascertain. Grantee therefore shall pay the City the sum of Two Hundred Dollars (\$200) a day until the violation is corrected, which shall not be considered in the nature of a penalty. Such events are as follows:

- (A) Installation of "Trespassing Facilities" as defined in Section 8.3 of this ordinance.
- (B) Material non-conformance of Grantee's Telecommunications System or any portion thereof with the standards of general applicability of the City set forth in the Chicago Municipal Code or furnished in writing by the Department of Public Works or the Building Department.
- (C) Failure to remove, modify, replace or relocate facilities within the permitted time frame (and granted extensions) after a notice from the Commissioner of Public Works to remove, modify, replace or relocate such facilities pursuant to Section 3.3.

10.2 Other Rights Of City.

The right of the Commissioner of General Services to impose upon Grantee liquidated damages pursuant to Section 11.1 shall be in addition to any other rights or remedies the City has under this ordinance, the Chicago Municipal Code or other applicable laws including the right of the City Council to repeal this ordinance pursuant to Section 9 of this ordinance and the right of the Commissioner of General Services under Section 11.2 to revoke the permit described in Section 11.1.

10.3 No Waiver Of Rights.

The decision by the Commissioner of General Services to forego the imposition upon Grantee of liquidated damages or other monetary sanctions in a particular instance shall in no way act to waive the City's rights under this section for subsequent violations of this ordinance.

SECTION 11. Permit Needed.

11.1 Permit.

The permission and authority herein granted shall not be exercised until (i) Grantee has filed a written acceptance of the terms of this ordinance containing such representations and in such form as is satisfactory to the Commissioner of General Services, and the City's Corporation Counsel, (ii) proof of insurance as required in Section 6 hereof is submitted to and approved by the City Comptroller's Office of Risk Management, (iii) payment of the first year's Annual Fee has been made to the City and (iv) a permit authorizing use of the Authorized Routes pursuant to the length of term specified in Section 2 has been issued to Grantee by the Commissioner of General Services.

11.2 Revocation Of Permit.

In addition to the provisions of Section 3.3.2, the Commissioner of General Services may revoke the permit referred to in Section 11.1 if Grantee at any time shall fail to comply with the provisions and conditions of this ordinance and the Commissioner of General Services or the Commissioner of Public Works, in exercise of their respective discretion, shall determine such revocation is necessary and proper. In case of such revocation, the City shall be entitled to its remedies hereunder and under the Chicago Municipal Code. Such permit may be reinstated by the Commissioner of General Services if such Commissioner, in the exercise of his discretion, concludes that the cause of such revocation has been cured by Grantee in a timely fashion.

SECTION 12. Special Conditions.

12.1 No Recourse.

Except as expressly provided in this ordinance or at law, the Grantee shall have no recourse against the City for any loss, expense or damage resulting from the terms and conditions of this ordinance or because of the City's enforcement thereof nor for the City's failure to have authority to grant the rights conveyed in this ordinance. In applying for its permit pursuant to Section 11.1, Grantee will be agreeing to this ordinance relying upon its own investigation and understanding of the power and authority of the City to grant the Grantee its rights under this ordinance.

12.2 Conflict Of Interest.

No member of the governing body of the City or other unit of government and no other official, officer, employee, or agent of the City or other unit of government shall have any personal, financial or economic interest, direct or indirect, in this ordinance or any subcontract resulting therefrom.

12.3 Compliance With Applicable Laws.

In constructing, installing, operating and maintaining its Interoffice Telecommunications System, Grantee shall comply with all applicable laws of the United States, the State of Illinois, all applicable ordinances and executive orders of the City, all applicable regulations of the Federal Communications Commission and the Illinois Commerce Commission and such laws as shall be considered part of this ordinance as set forth herein.

SECTION 13. General Provisions.**13.1 Descriptive Headings.**

Section headings are descriptive and used merely for the purpose of organization and where inconsistent with the text are to be disregarded.

13.2 Notices.

Unless otherwise specified herein, all notices, requests, designations, deliveries, approvals, consents, demands and waivers required or provided hereunder or desired by the parties hereto shall be in writing and shall be deemed properly served if hand-delivered to the parties at the following addresses (effective on delivery) or if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses (effective on mailing):

(i) If To Grantee:

Columbia College
600 South Michigan Avenue
Chicago, Illinois 60605
Attention: Vice President,
Administrative Services

(ii) If To City:

Department of General Services
City of Chicago
320 North Clark Street
Room 502
Chicago, Illinois 60602
Attention: Commissioner

or to such other parties or other addresses as either party may designate by notice to the other. The specification of a number of days' or months' notice shall mean notice of not less than such number of days or months, unless otherwise provided in this ordinance.

13.4 Invalidity.

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 14. Prior Ordinances.

All ordinances and resolutions, or parts thereof, in conflict with this ordinance, are, to the extent of such conflict, hereby repealed and this ordinance shall take effect and be in force from and after its passage.

SECTION 15. Effective Date.

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.**Location Description.*

Grantee's Interoffice Telecommunications System's fiber optic cable shall extend in the Public Ways for one hundred thirty-five (135) feet. Said cable shall occupy a one-foot wide trench at a depth of three (3) feet below grade. Said fiber optic cable shall be used to provide interoffice telecommunications services from Grantee's facilities located in the Public Ways in portions of a north-south alley bounded by East Harrison Street, East Polk Street, South Michigan Avenue and South Wabash Avenue. Said cable shall begin at a point sixty-five (65) feet south of the south line of East Harrison Street, across the twenty (20) foot alley and proceed south parallel to the west line of the north-south alley for a distance of one hundred fifteen (115) feet to a point one hundred seventy-five (175) feet south of the south line of East Harrison Street, all in the west half of the southwest quarter of Section 15, Township 39, Range 14, east of the Third Principal Meridian in Cook County, Illinois. Said fiber optic cable shall be used to provide interoffice telecommunications services located at 600 South Michigan Avenue and at 623 South Wabash Avenue.

COMBINED INSURANCE COMPANY OF AMERICA AUTHORIZED
TO CONSTRUCT AND OPERATE INTEROFFICE FIBER
OPTIC TELECOMMUNICATIONS SYSTEM
IN PUBLIC WAY.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, February 6, 1990.

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 January 19, 1990) for Combined Insurance of America, to construct and operate an interoffice fiber optic telecommunications system across the public ways for 100 feet across North Broadway at a height of 40 feet above grade. Said cable shall be between 5050 North Broadway and 5051 North Broadway.

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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Various persons have requested permission to place two-way high-speed interoffice telecommunications systems, consisting primarily of fiber optic cables for their own internal use and not for sale, resale, exchange or lease in the public ways of the City of Chicago, Illinois (the "City"); and

WHEREAS, It is in the best interest of the City to provide permits facilitating the development of state-of-the-art interoffice telecommunications systems serving the City; and

WHEREAS, It is in the best interest of the City that the City receive fair and reasonable compensation from persons using the public assets of the streets and ways for interoffice telecommunications; and

WHEREAS, The City wishes to provide uniform terms and conditions to the greatest extent possible for qualified persons who have requested permission to place interoffice telecommunications systems, consisting primarily of fiber optic cables, in the public ways for their own internal use and not for sale, resale, exchange or lease; and

WHEREAS, Combined Insurance Company of America ("Grantee") is an Illinois corporation which is a one hundred percent (100%) subsidiary of Aon Corporation and Grantee is engaged in the business of insurance; and

WHEREAS, Grantee wishes to construct, maintain and operate a two-way high-speed telecommunications system in the public ways of the City for its own internal use and not for sale, resale, exchange or lease; now, therefore,

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

SECTION 1. Definitions.

1.1 "Affiliates" shall include any subsidiary or parent corporation of Grantee or any entity which is under control of a parent or subsidiary of Grantee or any entity which is capable of exercising a substantial degree of control over Grantee through ownership of stock or partnership interests in Grantee.

1.2 "Annual Fee" shall mean the annual amount payable in advance to the City by the Grantee pursuant to Section 5.1 hereof and shall be Six Dollars (\$6.00) per lineal foot which the Authorized Routes occupy in the Public Ways. Subject to Section 3.4 hereof, in calculating the Annual Fee, the number of lineal feet of Authorized Routes is determined without regard to the number of conduits, cables, fibers or other telecommunications facilities to be installed by Grantee in a particular portion of the Public Ways.

1.3 "Authorized Routes" shall mean the lineal routes within specified public ways of the City which Grantee is authorized to use, subject to the requirements and limitations of this ordinance, for the purpose of installing, constructing, operating, maintaining, renewing and repairing its Interoffice Telecommunications System, as set forth in Exhibit 1 attached hereto and made a part hereof.

1.4 "Cable Television System" shall mean any system in the City required to be franchised by the City pursuant to Chapter 113.1 of the Chicago Municipal Code in order to operate, including any system consisting of a set of closed transmission paths with associated signal generation and/or reception and control equipment designed to distribute the following services to members of the public who subscribe therefor: (1) one-way transmission of video and audio programming provided by, or considered comparable to programming provided by, a television broadcast station, (2) information that an operator of a Cable Television System makes available to all subscribers generally and (3)

incidental subscriber interaction required for the selection of such programming and information.

1.5 "Contractor" shall mean collectively any contractor, subcontractor, agent or consultant employed by Grantee or an Affiliate to construct, install, operate or maintain Grantee's Interoffice Telecommunications System. A Contractor may be an Affiliate.

1.6 "Interoffice Telecommunications Services" shall mean the transmission by Grantee of primarily high-speed communications signals through an Interoffice Telecommunications System point-to-point between separate locations used by Grantee in its trade, business or occupation; provided that the provision of Interoffice Telecommunications Services shall not include either the operation of a Cable Television System or the sale, resale, lease or exchange of telecommunications facilities or services to Affiliates or third parties.

1.7 "Interoffice Telecommunications System" shall mean a system, consisting primarily of fiber optic cables, designed and operated by Grantee solely to provide Interoffice Telecommunications Services by means of electromagnetic, including light transmission, including all instrumentalities, facilities, apparatus, repeaters, conduit, fiber optic cables, splicing boxes and services (including the collection, storage, forwarding, switching and delivery of Telecommunications Services); provided that no portion of an Interoffice Telecommunications System shall also constitute all or any portion of a Cable Television System or shall also be used to sell, resell, lease or exchange telecommunications services or facilities with Affiliates or third parties.

1.8 "Public Ways" shall mean the surface, the air space above the surface, and the area below the surface of any public street and any highway, and any lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway or other public right-of-way including public utility easements or rights-of-way, and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in which the City holds rights sufficient, without consent of any other party, to permit Grantee to the use thereof for the purpose of installing or maintaining Grantee's Interoffice Telecommunications System.

SECTION 2. Grant Of Rights.

2.1 Grant Of Rights.

The City hereby grants to Grantee the non-exclusive right to construct, install, repair, operate and maintain an Interoffice Telecommunications System along the Authorized Routes on the terms and conditions set forth herein. This Agreement does not authorize Grantee to operate a Cable Television System or to sell, lease, re-lease, exchange or resell telecommunications services to Affiliates or third parties.

2.2 Term And Effective Date.

The term of this Agreement and of the rights granted hereunder shall be five (5) years from the date of passage by the Chicago City Council of this ordinance (the "Expiration Date") of this Agreement.

2.3 Interim Extension In The Absence Of Default.

Notwithstanding Section 2.2 but subject to the following sentence, Grantee's privileges to use the Authorized Routes shall not be deemed terminated and the term of this ordinance shall be deemed extended on a year-by-year basis in the absence of any material default by Grantee of the terms and conditions of this ordinance so long as Grantee continues to make timely payment of the Annual Fee. However, either party may terminate the rights, privileges and obligations set forth in this ordinance for any reason at any time after the Expiration Date, such termination to become effective upon sixty (60) days written notice to the other party of such termination.

2.4 Renewal.

Grantee is responsible for obtaining from the City a new ordinance for submission to the City Council preserving or extending the privileges granted herein prior to the Expiration Date. The City has no obligation to renew any particular terms or to renew the rights granted by this ordinance if the Commissioner of General Services determines such terms or such renewal is not in the best interests of the City. Any proposed renewal, extension or modification through such ordinance is subject to City Council approval, modification or rejection in its sole discretion.

2.5 Location Of Authorized Routes.

Grantee's Interoffice Telecommunications System may extend for a total distance of one hundred (100) linear feet or approximately 0.019 miles along the Authorized Routes as set forth in Exhibit 1 attached hereto and made a part hereof.

2.6 Acts Or Omissions Of Affiliates.

During the term of this ordinance, Grantee shall be liable for the acts or omissions of any entity used by Grantee (including an Affiliate) when such entity is involved directly or indirectly in the construction, installation, maintenance or operations of Grantee's Interoffice Telecommunications System as if the acts or omissions of such entity were the acts or omissions of Grantee.

SECTION 3. Nature Of Limitation Of Rights Granted.

3.1 Rights Not Exclusive.

This is a nonexclusive privilege to use the Public Ways and is made expressly subject to and subordinate to the right of the City to use the Authorized Routes for any public purpose.

3.2 Other Permittees.

The City does not agree to restrict the number of Interoffice Telecommunications Systems, franchises, licenses or permits in any part or all of the City. The permission and authority herein granted are not intended to limit or modify any franchise, license or permit previously granted or which may be granted by the City to any other occupant of the Public Ways. Therefore, the Grantee, recognizing the rights of other franchisees, licensees and permittees in the Public Ways, shall exercise the authority herein granted in such a manner as not to interfere unreasonably with the rights of other prior or future franchisees, licensees and permittees in the Public Ways and to act so as not to endanger or to impair the facilities of any other such franchisee, licensee or permittee. Prior and future franchisees, licensees or permittees shall also, in like manner, be required to respect the rights and not interfere with the rights of the Grantee herein.

3.3 City's Rights Over Authorized Routes.

3.3.1 City's Authority Is Paramount.

At Grantee's own risk, the City may make use in the future of the Authorized Routes in which Grantee's Interoffice Telecommunications System is located in a manner inconsistent with Grantee's use of such public right-of-way for its placement of its Interoffice Telecommunications System.

3.3.2 Removal And Relocation.

The permit referred to in Section 12.1 may be revoked in whole or in part by the Commissioner of General Services whenever he or the Commissioner of Public Works considers it necessary or advisable for a public purpose. Upon thirty (30) days written notice of partial or complete revocation to Grantee of such permit from the Commissioner of General Services, Grantee shall remove, modify, replace or relocate all or any portion of its facilities as required at its own expense. In the event that Grantee shall not remove,

modify, replace or relocate its facilities as required by said notice within thirty (30) days as aforesaid, the Commissioner of Public Works may cause the same to be done at Grantee's expense and all expenses incurred or damages paid by the City on account of such action shall be paid by Grantee upon demand. Such use by the City includes, but is not limited to, its exercise of police or to proprietary power to modify, vacate or transfer what is now the Authorized Routes. At Grantee's own risk, the City has a predominant right to use the Authorized Routes in the placement, maintenance and repair of sewers, water mains and other public utility facilities or to relocate or remove Grantee's Interoffice Telecommunications System where the City determines public convenience would be enhanced or for any other purpose, including but not limited to the use of the Authorized Routes for public transportation purposes. Grantee shall remove, replace or modify at its own expense, the installation of any of its facilities as may be deemed necessary by any other appropriate governmental authorities to meet its proper responsibilities. In the event the City exercises its predominant right to use any part of the Authorized Routes for a public purpose, the City shall reasonably cooperate with Grantee in finding an alternate site for any telecommunications facilities removed and in avoiding disruption to Grantee's Interoffice Telecommunications Services to the extent not reasonably required by the City. In an emergency, as determined by the Commissioner of Public Works, the City may order Grantee to remove or relocate its facilities within forty-eight (48) hours. If the City exercises any of its rights pursuant to this Section 3.3, Grantee shall have the option, upon notice to the Commissioner of General Services, of abandoning the portion of its Interoffice Telecommunications System to be so removed or relocated and deleting such portion from the Authorized Routes. Any relocations of Grantee's system pursuant hereto conducted with the approval of the Commissioner of Public Works shall be automatically considered within the Authorized Routes and an amended or restated Exhibit 1 shall be filed with this ordinance. The calculation of the Annual Fee shall be adjusted according to such abandonment or relocation.

3.3.3 Fire Or Other Disaster.

Wherever, in case of fire or other disaster, it becomes necessary in the judgment of the City to remove or damage any of Grantee's facilities, no charge shall be made by Grantee against the City for restoration and repair.

3.3.4 Temporary Removal.

At the request of any person holding a valid building permit issued by the City or other appropriate governmental authority and upon reasonable notice, depending on the circumstances not exceeding thirty (30) days, Grantee shall temporarily raise, lower or remove its cables as may be necessary to facilitate such move, subject to payment in advance to the Grantee of the direct expenses of such temporary move by the permit holder, including standby time.

3.4 No Burden On Public Ways.

Grantee shall not attempt to construct, or install its Interoffice Telecommunications System in such a fashion as to unduly burden the present or future use of the Authorized Routes. In designing its Interoffice Telecommunications System, Grantee shall not provide for conduit space in excess of Grantee's present or reasonably anticipated future needs. The Commissioner of Public Works is authorized to regulate the size of the conduit system to be used by Grantee, as well as other physical characteristics of Grantee's Interoffice Telecommunications System. In the event that the Commissioner of Public Works shall determine that any portion of Grantee's Interoffice Telecommunications System, either planned or constructed, unduly burdens any portion of the Authorized Routes for present or future use, Grantee shall be required either to modify its plans for construction of its Interoffice Telecommunications System, or to take such actions as the Commissioner of Public Works shall determine for the sake of public convenience to eliminate the problem within the time frame provided by the Commissioner of Public Works and the Chicago Municipal Code.

SECTION 4. Change Of Control And Assignment.

4.1 Change Of Control.

4.1.1 Privilege Is Personal To Grantee.

The rights granted pursuant to this Agreement shall be a privilege to be held in personal trust by Grantee. Grantee shall not transfer, assign or lease the rights granted in this Agreement or its ownership or operation of its Interoffice Telecommunications System, or any portion thereof through sale, merger, corporate reorganization, consolidation, foreclosure, leaseback or any other manner of transfer, lease or assign in any manner any space or conduit space occupied by its Interoffice Telecommunications System, without prior consent of the City Council expressed by resolution and then only on such conditions as may be therein prescribed. Any sale, transfer, lease or assignment not made according to the procedures set forth in this Section 4 shall void the rights granted by this ordinance. The sale, transfer, lease or assignment in bulk of the major portion of the tangible assets of Grantee shall be considered an assignment and subject to the provisions of this Section 4.

4.1.2 Authorization By City Council.

Any sale, transfer or assignment described in Section 4.1.1 authorized by City Council shall be made by a bill of sale or similar document, an executed copy of which shall be filed with the Commissioner of General Services within thirty (30) days after any such sale, transfer or assignment; provided however, that the assignee must agree to comply with this

Agreement and amendments thereto, and must be able to provide proof of legal, technical, financial, and character qualifications as determined by the City, and provide disclosure of ownership interests as required by Chapter 26.1 of the Municipal Code of Chicago and provide such other certifications as the City shall determine are required.

4.1.3 Transfer To Subsidiary.

Notwithstanding Section 4.1.1, Grantee may form a wholly owned subsidiary and assign its rights under this Agreement to such subsidiary without prior consent of the City Council; provided, however, that Grantee shall provide notice of such assignment and full disclosure to the Commissioner of General Services as to the nature of such subsidiary within thirty (30) days of such assignment.

4.1.4 Disclosure Of Ownership.

Prior to adoption of this ordinance, Grantee has submitted to the Commissioner of General Services, the Economic Disclosure Statement required by Chapter 26.1 of the Chicago Municipal Code. Grantee, or any assignee permitted hereunder, shall, within thirty (30) days of any such transaction, file an amendment to the foregoing statement of ownership interest with the Commissioner of General Services in the event ownership of ten percent (10%) of the right to control Grantee is acquired during the term of this ordinance by any person or one or more groups of persons acting in concert after the Effective Date.

SECTION 5. Compensation.

5.1 Annual Fee.

Except as set forth below, throughout the term of this ordinance, Grantee agrees to pay the City for the use of the Authorized Routes the Annual Fee of \$600.00 on or prior to each anniversary of the date of passage of this ordinance by the Chicago City Council. The first year's Annual Fee for this Grantee shall be due within thirty (30) days after passage of this ordinance.

5.2 Not A Tax.

Payment by Grantee to the City of the Annual Fee is compensation for use of the Public Ways and shall not be considered in the nature of a tax. Such payments shall be separate from and additional to any and all federal, state, local and municipal taxes, as may be due, which are separate and distinct obligations of Grantee.

5.3 Subsequent Action Affecting Compensation.

If during the term of this ordinance any court, agency or other authority of competent jurisdiction takes any action or makes any declaration that adversely affects the Annual Fee, the City and Grantee shall enter into negotiations to amend this ordinance to make the City whole in a manner consistent with said action or declaration by restoring the City to a position equivalent to that which it held prior to said action or declaration.

5.4 Other Fees.

In addition to and unrelated to the payment of the Annual Fee, Grantee shall pay all fees necessary to obtain federal, state, local and City licenses, permits and authorizations required for construction, installation, maintenance or operation of its Interoffice Telecommunications System; provided, however, that no fee shall be especially imposed on Grantee by the City for any such license, permit or authorization other than standard fees of general application required by City ordinance or the City Municipal Code, including, but not limited to, fees required in connection with obtaining electrical wiring permits from the Building Department. Grantee shall also pay such additional fees for the use of City-owned conduits as may be required by the Chicago Municipal Code.

SECTION 6. Insurance And Indemnification.

6.1 Insurance.

On or prior to any commencement of construction of Grantee's Interoffice Telecommunications System and in no event later than thirty (30) days following the date of passage of this ordinance and at all times during the term thereof, and thereafter during such time as may be required to remove Grantee's Interoffice Telecommunications System and restore the Authorized Routes pursuant to Section 9.2 hereof, Grantee shall obtain, pay all premiums for, and file with the City Comptroller's Office of Risk Management evidence of the insurance coverages specified below:

- (A) **Worker's Compensation and Occupational Disease Insurance.** Grantee shall obtain Worker's Compensation and Occupational Disease Insurance in statutory amounts under Illinois law, covering all employees of the Grantee and any Contractor. Employer's liability coverage with limits of not less than \$100,000 each accident or illness shall be included.
- (B) **Commercial Liability Insurance.** Grantee shall obtain Commercial Liability or Comprehensive General Liability (Broadform) Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and/or property damage liability. Products/completed operation,

independent contractors and contractual liability coverages are to be included. The City is to be named as an additional insured. Any self-insured retention provisions shall be approved by the City Comptroller's Office of Risk Management.

- (C) **Railroad Protective Liability Insurance.** When any work is to be done adjacent to or on transit property, Grantee shall provide, with respect to the operations Grantee or any Contractor performs, Railroad Protective Liability Insurance (AAR-AASHTO form) in the name of the transit entity. The policy shall have limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. A \$6,000,000 annual aggregate may apply. Any self-insured retention provisions shall be approved by the City Comptroller's Office of Risk Management.
- (D) **Automobile Liability Insurance.** When any motor vehicles are used in connection with the work to be performed, Grantee shall maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. The City is to be named as an additional insured.

6.2 Qualified Companies.

All insurance policies called for in this ordinance shall be issued by companies authorized to do business in Illinois and satisfactory to the City Comptroller's Office of Risk Management and each insurance policy shall be satisfactory to the City Comptroller's Office of Risk Management. Each such insurance policy shall contain a covenant or endorsement of the insurance company to provide sixty (60) days written notice by registered mail of the insurance company's intention to cancel, substantially change, or not to renew such policy to both the City Comptroller's Office of Risk Management and the Grantee. A Grantee shall, in the event of any such notice, obtain, pay premiums for, and file with the City Comptroller written evidence of the issuance of any replacement policies within sixty (60) days following receipt by the City or the Grantee of any such notice. Failure to carry or keep such insurance in force throughout the period set forth in Section 6.1 shall constitute a material breach of this ordinance. The City reserves the right to stop any work related to Grantee's Interoffice Telecommunications System until proper evidence of insurance is furnished.

6.3 Right To Require Replacement Of Insurance.

If the financial conditions of any insurance company providing an insurance policy pursuant to Section 6 materially and adversely changes the City may, at any time, require that any insurance policy be replaced with such other insurance policy consistent with the requirements set forth in this Section 6.

6.4 Alteration.

Grantee shall not materially change or alter the terms or conditions of the insurance policies referred to herein or replace or cancel said insurance policies without prior approval of the City Comptroller's Office of Risk Management.

6.5 City Comptroller's Right To Increase Minimum Amount.

In the event of changed circumstances that would render the amounts of the insurance policies set forth in Section 6 hereof inadequate, the City Comptroller reserves the right to reasonably increase the minimum amounts of such insurance policies upon sixty (60) days prior written notice to Grantee in order to ensure adequate protection to the City. Within sixty (60) days after such notice, Grantee shall increase the amounts of such insurance policies, as applicable, to an amount equal to or greater than the increased minimum amounts.

6.6 No Excuse From Performance.

None of the provisions contained herein nor the insurance policies required herein shall be construed to excuse the faithful performance by Grantee of the terms and conditions of this ordinance or limit the liability of Grantee under this ordinance for any and all damages in excess of the amounts of such insurance policies.

6.7 Insurance For Contractors And Subcontractors.

Grantee shall provide coverage for any Contractor by either obtaining the necessary endorsements to its insurance policies or requiring such contractor or subcontractor to obtain appropriate insurance coverage consistent with Sections 6.1(A) through 6.1(D) of this ordinance and appropriate to the extent of its involvement in the construction, installation, maintenance or operation of Grantee's Interoffice Telecommunications System and shall provide evidence of the foregoing as required in Section 6.1.

6.8 Indemnity.

Grantee shall be solely responsible for the support, safety and protection of its Interoffice Telecommunications System and the Authorized Routes being used by Grantee and for the safety and protection of all persons and all property coming into contact with Grantee's facilities or their operations. Grantee shall, at its sole cost and expense, indemnify, defend, keep and save harmless the City, its officials, boards, commissions, consultants, agents and employees (collectively the "Indemnified Parties") against any and all suits, causes of

action, proceedings and judgments for claims, damages (whether such claims and damages are for personal injury, property damage or loss or interruption of utility service) suits, liabilities, judgments, cost and expenses (collectively referred as a "Loss") arising out of the grant of rights pursuant to this ordinance and Grantee's installation, construction and maintenance and operation of its Interoffice Telecommunications System, or which in any way may result therefrom, whether or not it shall be alleged or determined that a Loss was caused through negligence or omission of Grantee or any of its employees, Affiliates or Contractors. The term "Loss" specifically shall be deemed to include, but not be limited to, any liability for the payment of Workmen's Compensation under Illinois law which the City is required to make and Grantee specifically covenants to reimburse the City for any such payments made by the City. Grantee shall, at its own expense, appear, defend and pay all attorneys fees and all other costs and expenses arising therefrom or incurred in connection therewith. Grantee expressly understands and agrees that insurance required by this ordinance shall in no way limit the responsibility of Grantee to indemnify, keep and save harmless and defend the Indemnified Parties pursuant to this section. Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses of the City, such as attorney fees, and shall also include the reasonable value of any services rendered by the Corporation Counsel or his assistants or any consultants, employees or agents of the City.

SECTION 7. Construction And Installation Of Grantee's Interoffice Telecommunications Systems.

7.1 Approval Of Specific Location.

Prior to the date of introduction of this ordinance, Grantee shall have placed on file for approval with the Commissioner of General Services and Commissioner of Public Works final drawings, maps and plans showing the exact proposed location of each telecommunication facility comprising a part of Grantee's Interoffice Telecommunications System to be installed on the Authorized Routes and the location of each conduit to be entered and the number of manholes or other openings to gain access to said conduit and a proposed construction schedule. Deviation from previously approved drawings, maps, plans and construction schedules must also be submitted in a timely manner for approval by Grantee to the Commissioner of General Services and the Commissioner of Public Works. Similar information shall be filed with the Commissioner of Public Works for approval, prior to the issuance of a permit for the proposed installation or construction of any extension, reduction or removal of any portion of Grantee's Interoffice Telecommunications System along the Authorized Routes. No telecommunications facility of Grantee may be constructed or installed on any portion of the Authorized Routes without approval of the Commissioner of Public Works and the issuance of a permit therefor, which permit shall indicate the date, time, manner and place of laying or installing each such facility. Grantee shall also obtain such construction, performance or other bonds as may be required by the Commissioner of Public Works. Similarly, approval by the Commissioner of Public Works is required prior to any extension, reduction or removal of Grantee's Interoffice Telecommunications System along an Authorized Route. Approval by the Commissioner of Public Works of the construction and installation of any portion of Grantee's Interoffice Telecommunications System shall not be not deemed a waiver of any

other applicable requirements of federal or Illinois law or the Chicago Municipal Code and Grantee shall also comply with any such other requirements, including but not limited to federal Occupational Safety and Health Administration industrial standards. The Commissioner of Public Works may set reasonable standards to prevent any portion of the Public Ways from being overburdened. (Grantee is aware that, under certain circumstances, approvals related to Grantee's use of the Authorized Routes are required from other City departments, such as Streets and Sanitation and the Building Department and Grantee is responsible for obtaining such approvals in a timely fashion as required.)

7.2 Construction Requirements And Standards.

7.2.1 In General.

Grantee shall construct, install, maintain and operate its Interoffice Telecommunications System in a safe, orderly and workmanlike manner utilizing only materials of good, durable quality with due respect for engineering considerations and in accordance with applicable federal, state and local laws and regulations. Grantee shall at all times install its telecommunications facilities in accordance with the standards set by the City's Department of Public Works and the Building Department.

7.2.2 Compliance Standards.

Grantee shall at all times comply with the following:

- (A) UL Code (latest edition).
- (B) Applicable provisions of the Municipal Code of Chicago.
- (C) Written standards of the Department of Public Works and the Building Department applicable to Grantee's construction, installation, operation and maintenance of its Interoffice Telecommunications System.

7.2.3 Construction And Installation Procedures.

Grantee shall submit to the Department of Public Works documents which set forth the specifications, standards and procedures for construction and installation of its Interoffice Telecommunications System. Said specifications, standards and procedures shall be consistent with the highest standards of the telecommunications industry and shall, at a minimum, establish procedures to ensure quality work and provide for the safety and protection of residents and property. Said documents shall be submitted to the

Commissioner of Public Works for approval prior to commencement of construction of Grantee's Interoffice Telecommunications System.

7.2.4 "As Built" Drawings.

Grantee shall submit to the Commissioner of Public Works "as built" drawings of the portions of Grantee's Interoffice Telecommunications System located along the Public Ways of a size and material satisfactory to the Commissioner of Public Works within sixty (60) days after completion of construction of such portions. Such drawings shall be updated by Grantee whenever material changes are made to Grantee's Interoffice Telecommunications System which impact the Public Ways within sixty (60) days of such material change. Said drawings shall at a minimum include cable routings and the location of amplifiers, power supplies and system monitor test points.

7.2.5 Emergency Or Disaster.

In case of emergency or disaster, Grantee shall, upon request of the City, make available its facilities to the City, without costs, for emergency use.

7.2.6 Use Of Existing Conduits.

Grantee shall use existing conduits and other facilities whenever economically feasible and shall not construct or install any new, different or additional conduits or other facilities in the City without approval of the City and any other applicable governmental agency or on private property, of the property owner.

7.2.7 Adjoining Property Owners.

All of Grantee's Interoffice Telecommunications System shall be so installed and located so as to cause minimum interference with the rights and appearance and reasonable convenience of adjoining property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public. Suitable barricades, flags, lights or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any fixtures placed in any Public Ways by Grantee shall not interfere with the usual and just customary uses of or any specifically permitted or licensed use of the Public Ways.

7.2.8 Adjustment Of Utility Facilities.

In the event that the location of Grantee's Interoffice Telecommunications System will require an adjustment of the location of existing public or private utility facilities, Grantee must obtain written consent of the owner of such utility including, where applicable, all relevant City departments to such adjustment and make such arrangements for the payment or reimbursement of the cost of such adjustment as are satisfactory to the owner of such utility including, where applicable, all relevant City departments. No permit for construction pursuant to Section 7.1 will be issued until the Commissioner of Public Works is satisfied that the requirements of this paragraph 7.2.8 have been satisfied. In no case shall Grantee be entitled to perform such adjustment or disturb such utility facilities without the written consent of the owner of such utility.

7.2.9 Electrical Permit.

All installation work for Grantee's Interoffice Telecommunications System shall be performed by electrical contractors licensed pursuant to Chapter 86 of the Chicago Municipal Code.

7.3 Restoration.

In the event of disturbance of the Public Ways or private property by Grantee, Grantee shall, at its own expense and in a manner approved by the City or other appropriate governmental authority and the owner, rebuild, restore and repair such Public Ways or private property in as good a condition as before the work causing such disturbance was done. In the event Grantee fails to perform such rebuilding, replacement or restoration, the City or the owner shall have the right to do so at the sole expense of Grantee.

SECTION 8. Inspection And Physical Audit.

8.1 Inspection.

The City reserves the right to make, at any time after the date of passage of this ordinance and throughout the duration of this ordinance, physical on-site inspections of Grantee's Interoffice Telecommunications System, including Grantee's telecommunications terminals, at the City's discretion. Grantee will accommodate the City's monitoring needs by providing the Department of Public Works a map and specifications which Grantee shall update annually or indicate "no change" (as the case may be) and submit to the City at the time of Grantee's payments of its Annual Fee. Said map will identify the locations of all terminals and junction boxes, and the lineal footage of

each portion of Grantee's Interoffice Telecommunications System located in the Public Ways.

8.2 Physical Audit.

In the event that the Commissioner of Public Works has reason to believe at any time that there is a material discrepancy between information submitted by Grantee pursuant to this Section 8 and the size, location or nature of Grantee's Interoffice Telecommunications System, then the City may send its own personnel or hire an engineering firm of the City's choice to perform an unannounced physical audit of Grantee's Telecommunications System (the "City's Inspector"). Grantee shall cooperate with such an audit. Grantee shall pay the reasonable costs and fees of up to two (2) physical audits to be performed during any twelve-month period. If the City's Inspector determines in said audit that a documented material discrepancy existed as of the date of any audit between the results of such physical audit and the information contained in the specifications and summaries that Grantee has placed on file with the City, Grantee shall be given written notice of said discrepancy and be given ten days to file a written response explaining or contesting the discrepancy. If thereafter the Commissioner of Public Works reasonably determines the existence of said discrepancy, Grantee shall owe the City the sum of any underpayment which has resulted from the discrepancy (plus interest as specified in Section 11), and pay the City Comptroller for the costs and fees of the audit by the City's Inspector (if paid for or due to be paid by the City) as well as any required follow-up by City's Inspector within thirty (30) days of Grantee's receipt of the decision of the Commissioner of Public Works.

8.3 Trespassing Facilities.

Any portion of Grantee's Interoffice Telecommunications System in the Public Ways but not along the Authorized Routes is known as a "Trespassing Facility". Upon discovery of a Trespassing Facility by the City, the Commissioner of Public Works shall have the following options:

- (A) Order the immediate removal of the Trespassing Facilities from the Public Ways.
- (B) Seek to obtain liquidated damages to the extent provided pursuant to Section 11 hereof.
- (C) Seek other remedies available to the City under the Chicago Municipal Code, this ordinance or under Illinois law;

provided that the Commissioner of Public Works may waive for a period of thirty (30) days any such sanctions in the event he determines that (i) the trespass was inadvertent and (ii)

Grantee is making a good faith effort to remove or relocate the Trespassing Facility promptly, so as to correct any violation of this ordinance. Said waiver may be extended beyond the thirty (30) day correction period by the Commissioner of Public Works for circumstances beyond the reasonable control of Grantee, but only upon prior approval by the Commissioner of Public Works of Grantee's timetable specifying the anticipated date the Trespassing Facility will be removed or relocated so as not to violate this ordinance.

SECTION 9. Repeal Of Privileges.

9.1 Basis For Repeal Of Ordinance.

This ordinance may be repealed by the City Council (upon referral from the Mayor or on its own motion) at any time.

9.2 Removal Or Abandonment Of Grantee's Interoffice Telecommunications System.

9.2.1 Removal By Grantee.

Upon repeal of this ordinance pursuant to Section 9.1, or upon revocation or termination of the privilege herein granted, the Grantee, without cost or expense to the City of Chicago, shall promptly remove or abandon in place, at the option of the City, its Interoffice Telecommunications System and restore the Public Ways where disturbed by removal of said structures or appliances to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with this ordinance and the Chicago Municipal Code. In all cases, such facilities which are not removed within one (1) year of such date of termination or revocation shall become the property of the City. In determining whether and the extent to which such facilities shall be so removed or abandoned, the Commissioner of General Services shall take into account the best interests of the City and shall consider all other relevant factors.

9.2.2 Removal By The City.

In the event of the failure or refusal of the Grantee to remove facilities or restore the Public Ways where facilities are removed, as required by Section 10.2.1, the City may remove or cause the removal of Grantee's Interoffice Telecommunications System provided, however, that the City shall be reimbursed by Grantee for the total costs of such removal.

SECTION 10. Sanctions.**10.1 Liquidated Damages.**

The events set forth below will result in damages that will be impracticable or difficult to ascertain. Grantee therefore shall pay the City the sum of Two Hundred Dollars (\$200) a day until the violation is corrected, which shall not be considered in the nature of a penalty. Such events are as follows:

- (A) Installation of "Trespassing Facilities" as defined in Section 8.3 of this ordinance.
- (B) Material non-conformance of Grantee's Telecommunications System or any portion thereof with the standards of general applicability of the City set forth in the Chicago Municipal Code or furnished in writing by the Department of Public Works or the Building Department.
- (C) Failure to remove, modify, replace or relocate facilities within the permitted time frame (and granted extensions) after a notice from the Commissioner of Public Works to remove, modify, replace or relocate such facilities pursuant to Section 3.3.

10.2 Other Rights Of City.

The right of the Commissioner of General Services to impose upon Grantee liquidated damages pursuant to Section 11.1 shall be in addition to any other rights or remedies the City has under this ordinance, the Chicago Municipal Code or other applicable laws including the right of the City Council to repeal this ordinance pursuant to Section 9 of this ordinance and the right of the Commissioner of General Services under Section 11.2 to revoke the permit described in Section 11.1.

10.3 No Waiver Of Rights.

The decision by the Commissioner of General Services to forego the imposition upon Grantee of liquidated damages or other monetary sanctions in a particular instance shall in no way act to waive the City's rights under this section for subsequent violations of this ordinance.

SECTION 11. Permit Needed.**11.1 Permit.**

The permission and authority herein granted shall not be exercised until (i) Grantee has filed a written acceptance of the terms of this ordinance containing such representations and in such form as is satisfactory to the Commissioner of General Services, and the City's Corporation Counsel, (ii) proof of insurance as required in Section 6 hereof is submitted to and approved by the City Comptroller's Office of Risk Management, (iii) payment of the first year's Annual Fee has been made to the City and (iv) a permit authorizing use of the Authorized Routes pursuant to the length of term specified in Section 2 has been issued to Grantee by the Commissioner of General Services.

11.2 Revocation Of Permit.

In addition to the provisions of Section 3.3.2, the Commissioner of General Services may revoke the permit referred to in Section 11.1 if Grantee at any time shall fail to comply with the provisions and conditions of this ordinance and the Commissioner of General Services or the Commissioner of Public Works, in exercise of their respective discretion, shall determine such revocation is necessary and proper. In case of such revocation, the City shall be entitled to its remedies hereunder and under the Chicago Municipal Code. Such permit may be reinstated by the Commissioner of General Services if such Commissioner, in the exercise of his discretion, concludes that the cause of such revocation has been cured by Grantee in a timely fashion.

SECTION 12. Special Conditions.**12.1 No Recourse.**

Except as expressly provided in this ordinance or at law, the Grantee shall have no recourse against the City for any loss, expense or damage resulting from the terms and conditions of this ordinance or because of the City's enforcement thereof nor for the City's failure to have authority to grant the rights conveyed in this ordinance. In applying for its permit pursuant to Section 11.1, Grantee will be agreeing to this ordinance relying upon its own investigation and understanding of the power and authority of the City to grant the Grantee its rights under this ordinance.

12.2 Conflict Of Interest:

No member of the governing body of the City or other unit of government and no other official, officer, employee, or agent of the City or other unit of government shall have any personal, financial or economic interest, direct or indirect, in this ordinance or any subcontract resulting therefrom.

12.3 Compliance With Applicable Laws.

In constructing, installing, operating and maintaining its Interoffice Telecommunications System, Grantee shall comply with all applicable laws of the United States, the State of Illinois, all applicable ordinances and executive orders of the City, all applicable regulations of the Federal Communications Commission and the Illinois Commerce Commission and such laws as shall be considered part of this ordinance as set forth herein.

SECTION 13. General Provisions.

13.1 Descriptive Headings.

Section headings are descriptive and used merely for the purpose of organization and where inconsistent with the text are to be disregarded.

13.2 Notices.

Unless otherwise specified herein, all notices, requests, designations, deliveries, approvals, consents, demands and waivers required or provided hereunder or desired by the parties hereto shall be in writing and shall be deemed properly served if hand-delivered to the parties at the following addresses (effective on delivery) or if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses (effective on mailing):

(i) If To Grantee:

Combined Insurance Company of
America
5050 North Broadway
Chicago, Illinois 60640
Attention: Vice President

(ii) If To City:

Department of General Services
City of Chicago
320 North Clark Street
Room 502
Chicago, Illinois 60602
Attention: Commissioner

or to such other parties or other addresses as either party may designate by notice to the other. The specification of a number of days' or months' notice shall mean notice of not less than such number of days or months, unless otherwise provided in this ordinance.

13.4 Invalidity.

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 14. Prior Ordinances.

All ordinances and resolutions, or parts thereof, in conflict with this ordinance, are, to the extent of such conflict, hereby repealed and this ordinance shall take effect and be in force from and after its passage.

SECTION 15. Effective Date.

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.

Location Description.

Grantee's Interoffice Telecommunications System's fiber optic cable shall extend across the Public Ways for one hundred (100) feet across North Broadway at a height of forty (40) feet above grade. Said fiber optic cable shall be used to provide Interoffice Telecommunications Services between Grantee's facilities at 5050 North Broadway and Grantee's facilities located at 5051 North Broadway in Chicago, all in the east half of the southwest quarter of Section 8, Township 40, Range 14 and the west half of the southeast quarter of Section 8, Township 40, Range 14, east of the Third Principal Meridian in Cook County, Illinois.

REO MOVERS AND VAN LINES, INCORPORATED AUTHORIZED
TO CONSTRUCT AND OPERATE INTEROFFICE FIBER
OPTIC TELECOMMUNICATIONS SYSTEM
IN PUBLIC WAY.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, February 6, 1990.

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 January 19, 1990) for REO Movers and Van Lines, Incorporated, to construct and operate an interoffice fiber optic telecommunications system across the public ways from a pole located on the southeast corner of the premises known as 7000 South South Chicago Avenue to a pole located on the southwest corner of the premises known as 7001 South South Chicago 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Various persons have requested permission to place two-way high-speed interoffice telecommunications systems, consisting primarily of fiber optic cables for their own internal use and not for sale, resale, exchange or lease in the public ways of the City of Chicago, Illinois (the "City"); and

WHEREAS, It is in the best interest of the City to provide permits facilitating the development of state-of-the-art interoffice telecommunications systems serving the City; and

WHEREAS, It is in the best interest of the City that the City receive fair and reasonable compensation from persons using the public assets of the streets and ways for interoffice telecommunications; and

WHEREAS, The City wishes to provide uniform terms and conditions to the greatest extent possible for qualified persons who have requested permission to place interoffice telecommunications systems, consisting primarily of fiber optic cables, in the public ways for their own internal use and not for sale, resale, exchange or lease; and

WHEREAS, REO Movers and Van Lines, Incorporated ("Grantee") is an Illinois corporation which is engaged in the business of moving and storing goods; and

WHEREAS, Grantee wishes to construct, maintain and operate a two-way high-speed telecommunications system in the public ways of the City for its own internal use and not for sale, resale, exchange or lease; now, therefore,

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

SECTION 1. Definitions.

1.1 "Affiliates" shall include any subsidiary or parent corporation of Grantee or any entity which is under control of a parent or subsidiary of Grantee or any entity which is capable of exercising a substantial degree of control over Grantee through ownership of stock or partnership interests in Grantee.

1.2 "Annual Fee" shall mean the annual amount payable in advance to the City by the Grantee pursuant to Section 5.1 hereof and shall be Six Dollars (\$6.00) per lineal foot which the Authorized Routes occupy in the Public Ways. Subject to Section 3.4 hereof, in calculating the Annual Fee, the number of lineal feet of Authorized Routes is determined without regard to the number of conduits, cables, fibers or other telecommunications facilities to be installed by Grantee in a particular portion of the Public Ways.

1.3 "Authorized Routes" shall mean the lineal routes within specified Public Ways of the City which Grantee is authorized to use, subject to the requirements and limitations of this ordinance, for the purpose of installing, constructing, operating, maintaining, renewing and repairing its Interoffice Telecommunications System, as set forth in Exhibit 1 attached hereto and made a part hereof.

1.4 "Cable Television System" shall mean any system in the City required to be franchised by the City pursuant to Chapter 113.1 of the Chicago Municipal Code in order to operate, including any system consisting of a set of closed transmission paths with associated signal generation and/or reception and control equipment designed to distribute the following services to members of the public who subscribe therefor: (1) one-way transmission of video and audio programming provided by, or considered comparable to programming provided by, a television broadcast station, (2) information that an operator of a Cable Television System makes available to all subscribers generally and (3) incidental subscriber interaction required for the selection of such programming and information.

1.5 "Contractor" shall mean collectively any contractor, subcontractor, agent or consultant employed by Grantee or an Affiliate to construct, install, operate or maintain Grantee's Interoffice Telecommunications System. A Contractor may be an Affiliate.

1.6 "Interoffice Telecommunications Services" shall mean the transmission by Grantee of primarily high-speed communications signals through an Interoffice Telecommunications System point-to-point between separate locations used by Grantee in its trade, business or occupation; provided that the provision of Interoffice Telecommunications Services shall not include either the operation of a Cable Television System or the sale, resale, lease or exchange of telecommunications facilities or services to Affiliates or third parties.

1.7 "Interoffice Telecommunications System" shall mean a system, consisting primarily of fiber optic cables, designed and operated by Grantee solely to provide Interoffice Telecommunications Services by means of electromagnetic, including light transmission, including all instrumentalities, facilities, apparatus, repeaters, conduit, fiber optic cables, splicing boxes and services (including the collection, storage, forwarding, switching and delivery of Telecommunications Services); provided that no portion of an Interoffice Telecommunications System shall also constitute all or any portion of a Cable Television System or shall also be used to sell, resell, lease or exchange telecommunications services or facilities with Affiliates or third parties.

1.8 "Public Ways" shall mean the surface, the air space above the surface, and the area below the surface of any public street and any highway, and any lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway or other public right-of-way including public utility easements or rights-of-way, and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in which the City holds rights sufficient, without consent of any other party, to permit Grantee to the use thereof for the purpose of installing or maintaining Grantee's Interoffice Telecommunications System.

SECTION 2. Grant Of Rights.

2.1 Grant Of Rights.

The City hereby grants to Grantee the nonexclusive right to construct, install, repair, operate and maintain an Interoffice Telecommunications System along the Authorized Routes on the terms and conditions set forth herein. This Agreement does not authorize Grantee to operate a Cable Television System or to sell, lease, re-lease, exchange or resell telecommunications services to Affiliates or third parties.

2.2 Term And Effective Date.

The term of this Agreement and of the rights granted hereunder shall be five (5) years from the date of passage by the Chicago City Council of this ordinance (the "Expiration Date") of this Agreement.

2.3 Interim Extension In The Absence Of Default.

Notwithstanding Section 2.2 but subject to the following sentence, Grantee's privileges to use the Authorized Routes shall not be deemed terminated and the term of this ordinance shall be deemed extended on a year-by-year basis in the absence of any material default by Grantee of the terms and conditions of this ordinance so long as Grantee continues to make timely payment of the Annual Fee. However, either party may terminate the rights, privileges and obligations set forth in this ordinance for any reason at any time after the Expiration Date, such termination to become effective upon sixty (60) days written notice to the other party of such termination.

2.4 Renewal.

Grantee is responsible for obtaining from the City a new ordinance for submission to the City Council preserving or extending the privileges granted herein prior to the Expiration Date. The City has no obligation to renew any particular terms or to renew the rights granted by this ordinance if the Commissioner of General Services determines such terms or such renewal is not in the best interests of the City. Any proposed renewal, extension or modification through such ordinance is subject to City Council approval, modification or rejection in its sole discretion.

2.5 Location Of Authorized Routes.

Grantee's Interoffice Telecommunications System may extend for a total distance of one hundred (100) linear feet or approximately 0.019 miles along the Authorized Routes as set forth in Exhibit 1 attached hereto and made a part hereof.

2.6 Acts Or Omissions Of Affiliates.

During the term of this ordinance, Grantee shall be liable for the acts or omissions of any entity used by Grantee (including an Affiliate) when such entity is involved directly or indirectly in the construction, installation, maintenance or operations of Grantee's Interoffice Telecommunications System as if the acts or omissions of such entity were the acts or omissions of Grantee.

SECTION 3. Nature Of Limitation Of Rights Granted.

3.1 Rights Not Exclusive.

This is a nonexclusive privilege to use the Public Ways and is made expressly subject to and subordinate to the right of the City to use the Authorized Routes for any public purpose.

3.2 Other Permittees.

The City does not agree to restrict the number of Interoffice Telecommunications Systems, franchises, licenses or permits in any part or all of the City. The permission and authority herein granted are not intended to limit or modify any franchise, license or permit previously granted or which may be granted by the City to any other occupant of the Public Ways. Therefore, the Grantee, recognizing the rights of other franchisees, licensees and permittees in the Public Ways, shall exercise the authority herein granted in such a manner as not to interfere unreasonably with the rights of other prior or future franchisees, licensees and permittees in the Public Ways and to act so as not to endanger or to impair the facilities of any other such franchisee, licensee or permittee. Prior and future franchisees, licensees or permittees shall also, in like manner, be required to respect the rights and not interfere with the rights of the Grantee herein.

3.3 City's Rights Over Authorized Routes.

3.3.1 City's Authority Is Paramount.

At Grantee's own risk, the City may make use in the future of the Authorized Routes in which Grantee's Interoffice Telecommunications System is located in a manner inconsistent with Grantee's use of such public right-of-way for its placement of its Interoffice Telecommunications System.

3.3.2 Removal And Relocation.

The permit referred to in Section 12.1 may be revoked in whole or in part by the Commissioner of General Services whenever he or the Commissioner of Public Works considers it necessary or advisable for a public purpose. Upon thirty (30) days written notice of partial or complete revocation to Grantee of such permit from the Commissioner of General Services, Grantee shall remove, modify, replace or relocate all or any portion of its facilities as required at its own expense. In the event that Grantee shall not remove, modify, replace or relocate its facilities as required by said notice within thirty (30) days as aforesaid, the Commissioner of Public Works may cause the same to be done at Grantee's expense and all expenses incurred or damages paid by the City on account of such action shall be paid by Grantee upon demand. Such use by the City includes, but is not limited to, its exercise of police or to proprietary power to modify, vacate or transfer what is now the Authorized Routes. At Grantee's own risk, the City has a predominant right to use the Authorized Routes in the placement, maintenance and repair of sewers, water mains and other public utility facilities or to relocate or remove Grantee's Interoffice Telecommunications System where the City determines public convenience would be enhanced or for any other purpose, including but not limited to the use of the Authorized Routes for public transportation purposes. Grantee shall remove, replace or modify at its own expense, the installation of any of its facilities as may be deemed necessary by any other appropriate governmental authorities to meet its proper responsibilities. In the event the City exercises its predominant right to use any part of the Authorized Routes for a public purpose, the City shall reasonably cooperate with Grantee in finding an alternate site for any telecommunications facilities removed and in avoiding disruption to Grantee's Interoffice Telecommunications Services to the extent not reasonably required by the City. In an emergency, as determined by the Commissioner of Public Works, the City may order Grantee to remove or relocate its facilities within forty-eight (48) hours. If the City exercises any of its rights pursuant to this Section 3.3, Grantee shall have the option, upon notice to the Commissioner of General Services, of abandoning the portion of its Interoffice Telecommunications System to be so removed or relocated and deleting such portion from the Authorized Routes. Any relocations of Grantee's system pursuant hereto conducted with the approval of the Commissioner of Public Works shall be automatically considered within the Authorized Routes and an amended or restated Exhibit 1 shall be filed with this ordinance. The calculation of the Annual Fee shall be adjusted according to such abandonment or relocation.

3.3.3 Fire Or Other Disaster.

Wherever, in case of fire or other disaster, it becomes necessary in the judgment of the City to remove or damage any of Grantee's facilities, no charge shall be made by Grantee against the City for restoration and repair.

3.3.4 Temporary Removal.

At the request of any person holding a valid building permit issued by the City or other appropriate governmental authority and upon reasonable notice, depending on the circumstances not exceeding thirty (30) days, Grantee shall temporarily raise, lower or remove its cables as may be necessary to facilitate such move, subject to payment in advance to the Grantee of the direct expenses of such temporary move by the permit holder, including standby time.

3.4 No Burden On Public Ways.

Grantee shall not attempt to construct, or install its Interoffice Telecommunications System in such a fashion as to unduly burden the present or future use of the Authorized Routes. In designing its Interoffice Telecommunications System, Grantee shall not provide for conduit space in excess of Grantee's present or reasonably anticipated future needs. The Commissioner of Public Works is authorized to regulate the size of the conduit system to be used by Grantee, as well as other physical characteristics of Grantee's Interoffice Telecommunications System. In the event that the Commissioner of Public Works shall determine that any portion of Grantee's Interoffice Telecommunications System, either planned or constructed, unduly burdens any portion of the Authorized Routes for present or future use, Grantee shall be required either to modify its plans for construction of its Interoffice Telecommunications System, or to take such actions as the Commissioner of Public Works shall determine for the sake of public convenience to eliminate the problem within the time frame provided by the Commissioner of Public Works and the Chicago Municipal Code.

SECTION 4. Change Of Control And Assignment.

4.1 Change Of Control.

4.1.1 Privilege Is Personal To Grantee.

The rights granted pursuant to this Agreement shall be a privilege to be held in personal

trust by Grantee. Grantee shall not transfer, assign or lease the rights granted in this Agreement or its ownership or operation of its Interoffice Telecommunications System, or any portion thereof through sale, merger, corporate reorganization, consolidation, foreclosure, leaseback or any other manner or transfer, lease or assign in any manner any space or conduit space occupied by its Interoffice Telecommunications System, without prior consent of the City Council expressed by resolution and then only on such conditions as may be therein prescribed. Any sale, transfer, lease or assignment not made according to the procedures set forth in this Section 4 shall void the rights granted by this ordinance. The sale, transfer, lease or assignment in bulk of the major portion of the tangible assets of Grantee shall be considered an assignment and subject to the provisions of this Section 4.

4.1.2 Authorization By City Council.

Any sale, transfer or assignment described in Section 4.1.1 authorized by City Council shall be made by a bill of sale or similar document, an executed copy of which shall be filed with the Commissioner of General Services within thirty (30) days after any such sale, transfer or assignment; provided however, that the assignee must agree to comply with this Agreement and amendments thereto, and must be able to provide proof of legal, technical, financial, and character qualifications as determined by the City, and provide disclosure of ownership interests as required by Chapter 26.1 of the Municipal Code of Chicago and provide such other certifications as the City shall determine are required.

4.1.3 Transfer To Subsidiary.

Notwithstanding Section 4.1.1, Grantee may form a wholly owned subsidiary and assign its rights under this Agreement to such subsidiary without prior consent of the City Council; provided, however, that Grantee shall provide notice of such assignment and full disclosure to the Commissioner of General Services as to the nature of such subsidiary within thirty (30) days of such assignment.

4.1.4 Disclosure Of Ownership.

Prior to adoption of this ordinance, Grantee has submitted to the Commissioner of General Services, the Economic Disclosure Statement required by Chapter 26.1 of the Chicago Municipal Code. Grantee, or any assignee permitted hereunder, shall, within thirty (30) days of any such transaction, file an amendment to the foregoing statement of ownership interest with the Commissioner of General Services in the event ownership of ten percent (10%) of the right to control Grantee is acquired during the term of this ordinance by any person or one or more groups of persons acting in concert after the Effective Date.

SECTION 5. Compensation.

5.1 Annual Fee.

Except as set forth below, throughout the term of this ordinance, Grantee agrees to pay the City for the use of the Authorized Routes the Annual Fee of \$600.00 on or prior to each anniversary of the date of passage of this ordinance by the Chicago City Council. The first year's Annual Fee for this Grantee shall be due within thirty (30) days after passage of this ordinance.

5.2 Not A Tax.

Payment by Grantee to the City of the Annual Fee is compensation for use of the Public Ways and shall not be considered in the nature of a tax. Such payments shall be separate from and additional to any and all federal, state, local and municipal taxes, as may be due, which are separate and distinct obligations of Grantee.

5.3 Subsequent Action Affecting Compensation.

If during the term of this ordinance any court, agency or other authority of competent jurisdiction takes any action or makes any declaration that adversely affects the Annual Fee, the City and Grantee shall enter into negotiations to amend this ordinance to make the City whole in a manner consistent with said action or declaration by restoring the City to a position equivalent to that which it held prior to said action or declaration.

5.4 Other Fees.

In addition to and unrelated to the payment of the Annual Fee, Grantee shall pay all fees necessary to obtain federal, state, local and City licenses, permits and authorizations required for construction, installation, maintenance or operation of its Interoffice Telecommunications System; provided, however, that no fee shall be especially imposed on Grantee by the City for any such license, permit or authorization other than standard fees of general application required by City ordinance or the City Municipal Code, including, but not limited to, fees required in connection with obtaining electrical wiring permits from the Building Department. Grantee shall also pay such additional fees for the use of City-owned conduits as may be required by the Chicago Municipal Code.

SECTION 6. Insurance And Indemnification.**6.1 Insurance.**

On or prior to any commencement of construction of Grantee's Interoffice Telecommunications System and in no event later than thirty (30) days following the date of passage of this ordinance and at all times during the term thereof, and thereafter during such time as may be required to remove Grantee's Interoffice Telecommunications System and restore the Authorized Routes pursuant to Section 9.2 hereof, Grantee shall obtain, pay all premiums for, and file with the City Comptroller's Office of Risk Management evidence of the insurance coverages specified below:

- (A) **Worker's Compensation and Occupational Disease Insurance.** Grantee shall obtain Worker's Compensation and Occupational Disease Insurance in statutory amounts under Illinois law, covering all employees of the Grantee and any Contractor. Employer's liability coverage with limits of not less than \$100,000 each accident or illness shall be included.
- (B) **Commercial Liability Insurance.** Grantee shall obtain Commercial Liability or Comprehensive General Liability (Broadform) Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and/or property damage liability. Products/completed operation, independent contractors and contractual liability coverages are to be included. The City is to be named as an additional insured. Any self-insured retention provisions shall be approved by the City Comptroller's Office of Risk Management.
- (C) **Railroad Protective Liability Insurance.** When any work is to be done adjacent to or on transit property, Grantee shall provide, with respect to the operations Grantee or any Contractor performs, Railroad Protective Liability Insurance (AAR-AASHTO form) in the name of the transit entity. The policy shall have limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. A \$6,000,000 annual aggregate may apply. Any self-insured retention provisions shall be approved by the City Comptroller's Office of Risk Management.
- (D) **Automobile Liability Insurance.** When any motor vehicles are used in connection with the work to be performed, Grantee shall maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. The City is to be named as an additional insured.

6.2 Qualified Companies.

All insurance policies called for in this ordinance shall be issued by companies authorized to do business in Illinois and satisfactory to the City Comptroller's Office of Risk Management and each insurance policy shall be satisfactory to the City Comptroller's Office of Risk Management. Each such insurance policy shall contain a covenant or endorsement of the insurance company to provide sixty (60) days written notice by registered mail of the insurance company's intention to cancel, substantially change, or not to renew such policy to both the City Comptroller's Office of Risk Management and the Grantee. A Grantee shall, in the event of any such notice, obtain, pay premiums for, and file with the City Comptroller written evidence of the issuance of any replacement policies within sixty (60) days following receipt by the City or the Grantee of any such notice. Failure to carry or keep such insurance in force throughout the period set forth in Section 6.1 shall constitute a material breach of this ordinance. The City reserves the right to stop any work related to Grantee's Interoffice Telecommunications System until proper evidence of insurance is furnished.

6.3 Right To Require Replacement Of Insurance.

If the financial conditions of any insurance company providing an insurance policy pursuant to Section 6 materially and adversely changes the City may, at any time, require that any insurance policy be replaced with such other insurance policy consistent with the requirements set forth in this Section 6.

6.4 Alteration.

Grantee shall not materially change or alter the terms or conditions of the insurance policies referred to herein or replace or cancel said insurance policies without prior approval of the City Comptroller's Office of Risk Management.

6.5 City Comptroller's Right To Increase Minimum Amount.

In the event of changed circumstances that would render the amounts of the insurance policies set forth in Section 6 hereof inadequate, the City Comptroller reserves the right to reasonably increase the minimum amounts of such insurance policies upon sixty (60) days prior written notice to Grantee in order to ensure adequate protection to the City. Within sixty (60) days after such notice, Grantee shall increase the amounts of such insurance policies, as applicable, to an amount equal to or greater than the increased minimum amounts.

6.6 No Excuse From Performance.

None of the provisions contained herein nor the insurance policies required herein shall be construed to excuse the faithful performance by Grantee of the terms and conditions of this ordinance or limit the liability of Grantee under this ordinance for any and all damages in excess of the amounts of such insurance policies.

6.7 Insurance For Contractors And Subcontractors.

Grantee shall provide coverage for any Contractor by either obtaining the necessary endorsements to its insurance policies or requiring such contractor or subcontractor to obtain appropriate insurance coverage consistent with Sections 6.1(A) through 6.1(D) of this ordinance and appropriate to the extent of its involvement in the construction, installation, maintenance or operation of Grantee's Interoffice Telecommunications System and shall provide evidence of the foregoing as required in Section 6.1.

6.8 Indemnity.

Grantee shall be solely responsible for the support, safety and protection of its Interoffice Telecommunications System and the Authorized Routes being used by Grantee and for the safety and protection of all persons and all property coming into contact with Grantee's facilities or their operations. Grantee shall, at its sole cost and expense, indemnify, defend, keep and save harmless the City, its officials, boards, commissions, consultants, agents and employees (collectively the "Indemnified Parties") against any and all suits, causes of action, proceedings and judgments for claims, damages (whether such claims and damages are for personal injury, property damage or loss or interruption of utility service) suits, liabilities, judgments, cost and expenses (collectively referred as a "Loss") arising out of the grant of rights pursuant to this ordinance and Grantee's installation, construction and maintenance and operation of its Interoffice Telecommunications System, or which in any way may result therefrom, whether or not it shall be alleged or determined that a Loss was caused through negligence or omission of Grantee or any of its employees, Affiliates or Contractors. The term "Loss" specifically shall be deemed to include, but not be limited to, any liability for the payment of Workmen's Compensation under Illinois law which the City is required to make and Grantee specifically covenants to reimburse the City for any such payments made by the City. Grantee shall, at its own expense, appear, defend and pay all attorneys fees and all other costs and expenses arising therefrom or incurred in connection therewith. Grantee expressly understands and agrees that insurance required by this ordinance shall in no way limit the responsibility of Grantee to indemnify, keep and save harmless and defend the Indemnified Parties pursuant to this section. Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses of the City, such as attorney fees, and shall also include the reasonable value of any services rendered by the Corporation Counsel or his assistants or any consultants, employees or agents of the City.

SECTION 7. Construction And Installation Of Grantee's Interoffice Telecommunications Systems.

7.1 Approval Of Specific Location.

Prior to the date of introduction of this ordinance, Grantee shall have placed on file for approval with the Commissioner of General Services and Commissioner of Public Works final drawings, maps and plans showing the exact proposed location of each telecommunication facility comprising a part of Grantee's Interoffice Telecommunications System to be installed on the Authorized Routes and the location of each conduit to be entered and the number of manholes or other openings to gain access to said conduit and a proposed construction schedule. Deviation from previously approved drawings, maps, plans and construction schedules must also be submitted in a timely manner for approval by Grantee to the Commissioner of General Services and the Commissioner of Public Works. Similar information shall be filed with the Commissioner of Public Works for approval, prior to the issuance of a permit for the proposed installation or construction of any extension, reduction or removal of any portion of Grantee's Interoffice Telecommunications System along the Authorized Routes. No telecommunications facility of Grantee may be constructed or installed on any portion of the Authorized Routes without approval of the Commissioner of Public Works and the issuance of a permit therefor, which permit shall indicate the date, time, manner and place of laying or installing each such facility. Grantee shall also obtain such construction, performance or other bonds as may be required by the Commissioner of Public Works. Similarly, approval by the Commissioner of Public Works is required prior to any extension, reduction or removal of Grantee's Interoffice Telecommunications System along an Authorized Route. Approval by the Commissioner of Public Works of the construction and installation of any portion of Grantee's Interoffice Telecommunications System shall not be deemed a waiver of any other applicable requirements of federal or Illinois law or the Chicago Municipal Code and Grantee shall also comply with any such other requirements, including but not limited to federal Occupational Safety and Health Administration industrial standards. The Commissioner of Public Works may set reasonable standards to prevent any portion of the Public Ways from being overburdened. (Grantee is aware that, under certain circumstances, approvals related to Grantee's use of the Authorized Routes are required from other City departments, such as Streets and Sanitation and the Building Department and Grantee is responsible for obtaining such approvals in a timely fashion as required.)

7.2 Construction Requirements And Standards.

7.2.1 In General.

Grantee shall construct, install, maintain and operate its Interoffice Telecommunications System in a safe, orderly and workmanlike manner utilizing only materials of good, durable quality with due respect for engineering considerations and in accordance with applicable federal, state and local laws and regulations. Grantee shall at

all times install its telecommunications facilities in accordance with the standards set by the City's Department of Public Works and the Building Department.

7.2.2 Compliance Standards.

Grantee shall at all times comply with the following:

- (A) UL Code (latest edition).
- (B) Applicable provisions of the Municipal Code of Chicago.
- (C) Written standards of the Department of Public Works and the Building Department applicable to Grantee's construction, installation, operation and maintenance of its Interoffice Telecommunications System.

7.2.3 Construction And Installation Procedures.

Grantee shall submit to the Department of Public Works documents which set forth the specifications, standards and procedures for construction and installation of its Interoffice Telecommunications System. Said specifications, standards and procedures shall be consistent with the highest standards of the telecommunications industry and shall, at a minimum, establish procedures to ensure quality work and provide for the safety and protection of residents and property. Said documents shall be submitted to the Commissioner of Public Works for approval prior to commencement of construction of Grantee's Interoffice Telecommunications System.

7.2.4 "As Built" Drawings.

Grantee shall submit to the Commissioner of Public Works "as built" drawings of the portions of Grantee's Interoffice Telecommunications System located along the Public Ways of a size and material satisfactory to the Commissioner of Public Works within sixty (60) days after completion of construction of such portions. Such drawings shall be updated by Grantee whenever material changes are made to Grantee's Interoffice Telecommunications System which impact the Public Ways within sixty (60) days of such material change. Said drawings shall at a minimum include cable routings and the location of amplifiers, power supplies and system monitor test points.

7.2.5 Emergency Or Disaster.

In case of emergency or disaster, Grantee shall upon request of the City, make available its facilities to the City, without cost for emergency use.

7.2.6 Use Of Existing Conduits.

Grantee shall use existing conduits and other facilities whenever economically feasible and shall not construct or install any new, different or additional conduits or other facilities in the City without approval of the City and any other applicable governmental agency or on private property, of the property owner.

7.2.7 Adjoining Property Owners.

All of Grantee's Interoffice Telecommunications System shall be so installed and located so as to cause minimum interference with the rights and appearance and reasonable convenience of adjoining property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public. Suitable barricades, flags, lights or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any fixtures placed in any Public Ways by Grantee shall not interfere with the usual and just customary uses of or any specifically permitted or licensed use of the Public Ways.

7.2.8 Adjustment Of Utility Facilities.

In the event that the location of Grantee's Interoffice Telecommunications System will require an adjustment of the location of existing public or private utility facilities, Grantee must obtain written consent of the owner of such utility including, where applicable, all relevant City departments to such adjustment and make such arrangements for the payment or reimbursement of the cost of such adjustment as are satisfactory to the owner of such utility including, where applicable, all relevant City departments. No permit for construction pursuant to Section 7.1 will be issued until the Commissioner of Public Works is satisfied that the requirements of this paragraph 7.2.8 have been satisfied. In no case shall Grantee be entitled to perform such adjustment or disturb such utility facilities without the written consent of the owner of such utility.

7.2.9 Electrical Permit.

All installation work for Grantee's Interoffice Telecommunications System shall be performed by electrical contractors licensed pursuant to Chapter 86 of the Chicago Municipal Code.

7.3 Restoration.

In the event of disturbance of the Public Ways or private property by Grantee, Grantee shall, at its own expense and in a manner approved by the City or other appropriate governmental authority and the owner, rebuild, restore and repair such Public Ways or private property in as good a condition as before the work causing such disturbance was done. In the event Grantee fails to perform such rebuilding, replacement or restoration, the City or the owner shall have the right to do so at the sole expense of Grantee.

SECTION 8. Inspection And Physical Audit.

8.1 Inspection.

The City reserves the right to make, at any time after the date of passage of this ordinance and throughout the duration of this ordinance, physical on-site inspections of Grantee's Interoffice Telecommunications System, including Grantee's telecommunications terminals, at the City's discretion. Grantee will accommodate the City's monitoring needs by providing the Department of Public Works a map and specifications which Grantee shall update annually or indicate "no change" (as the case may be) and submit to the City at the time of Grantee's payments of its Annual Fee. Said map will identify the locations of all terminals and junction boxes, and the lineal footage of each portion of Grantee's Interoffice Telecommunications System located in the Public Ways.

8.2 Physical Audit.

In the event that the Commissioner of Public Works has reason to believe at any time that there is a material discrepancy between information submitted by Grantee pursuant to this Section 8 and the size, location or nature of Grantee's Interoffice Telecommunications System, then the City may send its own personnel or hire an engineering firm of the City's choice to perform an unannounced physical audit of Grantee's Telecommunications System (the "City's Inspector"). Grantee shall cooperate with such an audit. Grantee shall pay the reasonable costs and fees of up to two (2) physical audits to be performed during any twelve-month period. If the City's Inspector determines

in said audit that a documented material discrepancy existed as of the date of any audit between the results of such physical audit and the information contained in the specifications and summaries that Grantee has placed on file with the City, Grantee shall be given written notice of said discrepancy and be given ten days to file a written response explaining or contesting the discrepancy. If thereafter the Commissioner of Public Works reasonably determines the existence of said discrepancy, Grantee shall owe the City the sum of any underpayment which has resulted from the discrepancy (plus interest as specified in Section 11), and pay the City Comptroller for the costs and fees of the audit by the City's Inspector (if paid for or due to be paid by the City) as well as any required follow-up by City's Inspector within thirty (30) days of Grantee's receipt of the decision of the Commissioner of Public Works.

8.3 Trespassing Facilities.

Any portion of Grantee's Interoffice Telecommunications System in the Public Ways but not along the Authorized Routes is known as a "Trespassing Facility". Upon discovery of a Trespassing Facility by the City, the Commissioner of Public Works shall have the following options:

- (A) Order the immediate removal of the Trespassing Facilities from the Public Ways.
- (B) Seek to obtain liquidated damages to the extent provided pursuant to Section 11 hereof.
- (C) Seek other remedies available to the City under the Chicago Municipal Code, this ordinance or under Illinois law;

provided that the Commissioner of Public Works may waive for a period of thirty (30) days any such sanctions in the event he determines that (i) the trespass was inadvertent and (ii) Grantee is making a good faith effort to remove or relocate the Trespassing Facility promptly, so as to correct any violation of this ordinance. Said waiver may be extended beyond the thirty (30) day correction period by the Commissioner of Public Works for circumstances beyond the reasonable control of Grantee, but only upon prior approval by the Commissioner of Public Works of Grantee's timetable specifying the anticipated date the Trespassing Facility will be removed or relocated so as not to violate this ordinance.

SECTION 9. Repeal Of Privileges.**9.1 Basis For Repeal Of Ordinance.**

This ordinance may be repealed by the City Council (upon referral from the Mayor or on its own motion) at any time.

9.2 Removal Or Abandonment Of Grantee's Interoffice Telecommunications System.**9.2.1 Removal By Grantee.**

Upon repeal of this ordinance pursuant to Section 9.1, or upon revocation or termination of the privilege herein granted, the Grantee, without cost or expense to the City of Chicago, shall promptly remove or abandon in place, at the option of the City, its Interoffice Telecommunications System and restore the Public Ways where disturbed by removal of said structures or appliances to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with this ordinance and the Chicago Municipal Code. In all cases, such facilities which are not removed within one (1) year of such date of termination or revocation shall become the property of the City. In determining whether and the extent to which such facilities shall be so removed or abandoned, the Commissioner of General Services shall take into account the best interests of the City and shall consider all other relevant factors.

9.2.2 Removal By The City.

In the event of the failure or refusal of the Grantee to remove facilities or restore the Public Ways where facilities are removed, as required by Section 10.2.1, the City may remove or cause the removal of Grantee's Interoffice Telecommunications System provided, however, that the City shall be reimbursed by Grantee for the total costs of such removal.

SECTION 10. Sanctions.**10.1 Liquidated Damages.**

The events set forth below will result in damages that will be impracticable or difficult to ascertain. Grantee therefore shall pay the City the sum of Two Hundred Dollars (\$200) a day until the violation is corrected, which shall not be considered in the nature of a penalty. Such events are as follows:

- (A) Installation of "Trespassing Facilities" as defined in Section 8.3 of this ordinance.
- (B) Material non-conformance of Grantee's Telecommunications System or any portion thereof with the standards of general applicability of the City set forth in the Chicago Municipal Code or furnished in writing by the Department of Public Works or the Building Department.
- (C) Failure to remove, modify, replace or relocate facilities within the permitted time frame (and granted extensions) after a notice from the Commissioner of Public Works to remove, modify, replace or relocate such facilities pursuant to Section 3.3.

10.2 Other Rights Of City.

The right of the Commissioner of General Services to impose upon Grantee liquidated damages pursuant to Section 11.1 shall be in addition to any other rights or remedies the City has under this ordinance, the Chicago Municipal Code or other applicable laws including the right of the City Council to repeal this ordinance pursuant to Section 9 of this ordinance and the right of the Commissioner of General Services under Section 11.2 to revoke the permit described in Section 11.1.

10.3 No Waiver Of Rights.

The decision by the Commissioner of General Services to forego the imposition upon Grantee of liquidated damages or other monetary sanctions in a particular instance shall in no way act to waive the City's rights under this section for subsequent violations of this ordinance.

SECTION 11. Permit Needed.

11.1 Permit.

The permission and authority herein granted shall not be exercised until (i) Grantee has filed a written acceptance of the terms of this ordinance containing such representations and in such form as is satisfactory to the Commissioner of General Services, and the City's Corporation Counsel, (ii) proof of insurance as required in Section 6 hereof is submitted to and approved by the City Comptroller's Office of Risk Management, (iii) payment of the first year's Annual Fee has been made to the City and (iv) a permit authorizing use of the Authorized Routes pursuant to the length of term specified in Section 2 has been issued to Grantee by the Commissioner of General Services.

11.2 Revocation Of Permit.

In addition to the provisions of Section 3.3.2, the Commissioner of General Services may revoke the permit referred to in Section 11.1 if Grantee at any time shall fail to comply with the provisions and conditions of this ordinance and the Commissioner of General Services or the Commissioner of Public Works, in exercise of their respective discretion, shall determine such revocation is necessary and proper. In case of such revocation, the City shall be entitled to its remedies hereunder and under the Chicago Municipal Code. Such permit may be reinstated by the Commissioner of General Services if such Commissioner, in the exercise of his discretion, concludes that the cause of such revocation has been cured by Grantee in a timely fashion.

SECTION 12. Special Conditions.

12.1 No Recourse.

Except as expressly provided in this ordinance or at law, the Grantee shall have no recourse against the City for any loss, expense or damage resulting from the terms and conditions of this ordinance or because of the City's enforcement thereof nor for the City's failure to have authority to grant the rights conveyed in this ordinance. In applying for its permit pursuant to Section 11.1, Grantee will be agreeing to this ordinance relying upon its own investigation and understanding of the power and authority of the City to grant the Grantee its rights under this ordinance.

12.2 Conflict Of Interest.

No member of the governing body of the City or other unit of government and no other official, officer, employee, or agent of the City or other unit of government shall have any personal, financial or economic interest, direct or indirect, in this ordinance or any subcontract resulting therefrom.

12.3 Compliance With Applicable Laws.

In constructing, installing, operating and maintaining its Interoffice Telecommunications System, Grantee shall comply with all applicable laws of the United States, the State of Illinois, all applicable ordinances and executive orders of the City, all applicable regulations of the Federal Communications Commission and the Illinois Commerce Commission and such laws as shall be considered part of this ordinance as set forth herein.

SECTION 13. General Provisions.**13.1 Descriptive Headings.**

Section headings are descriptive and used merely for the purpose of organization and where inconsistent with the text are to be disregarded.

13.2 Notices.

Unless otherwise specified herein, all notices, requests, designations, deliveries, approvals, consents, demands and waivers required or provided hereunder or desired by the parties hereto shall be in writing and shall be deemed properly served if hand-delivered to the parties at the following addresses (effective on delivery) or if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses (effective on mailing):

(i) If To Grantee:

REO Movers and Van Lines,
Incorporated
7000 South South Chicago Avenue
Chicago, Illinois 60637
Attention: President

(ii) If To The City:

Department of General Services
City of Chicago
320 North Clark Street
Room 502
Chicago, Illinois 60602
Attention: Commissioner

or to such other parties or other addresses as either party may designate by notice to the other. The specification of a number of days' or months' notice shall mean notice of not less than such number of days or months, unless otherwise provided in this ordinance.

13.4 Invalidity.

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 14. Prior Ordinances.

All ordinances and resolutions, or parts thereof, in conflict with this ordinance, are, to the extent of such conflict, hereby repealed and this ordinance shall take effect and be in force from and after its passage.

SECTION 15. Effective Date.

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.

Location Description.

Grantee's Interoffice Telecommunications System's fiber optic cable shall extend across the Public Ways from a pole located on the southeast corner of the premises known as 7000 South South Chicago Avenue which extends across South South Chicago Avenue to a pole located on the southwest corner of the premises known as 7001 South South Chicago Avenue, a distance of approximately one hundred (100) feet at a height of twenty (20) feet above grade. Said fiber optic cable shall be used for signal transmission between Grantee's facilities at 7000 South South Chicago Avenue and Grantee's facilities at 7001 South South Chicago Avenue, all in the east half of the southwest quarter of Section 22, Township 38, Range 14, east of the Third Principal Meridian in Cook County, Illinois.

WLS TELEVISION, INCORPORATED AUTHORIZED TO CONSTRUCT
AND OPERATE INTEROFFICE FIBER OPTIC
TELECOMMUNICATIONS SYSTEM
IN PUBLIC WAY.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, February 6, 1990.

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 December 20, 1989) for WLS Television, Incorporated, to construct and operate an interoffice fiber optic telecommunications system under West Lake Street, 60 feet west of and parallel to the west line of North State 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Various persons have requested permission to place two-way high-speed interoffice telecommunications systems, consisting primarily of fiber optic cables for their own internal use and not for sale, resale, exchange or lease in the public ways of the City of Chicago, Illinois (the "City"); and

WHEREAS, It is in the best interest of the City to provide permits facilitating the development of state-of-the-art interoffice telecommunications systems serving the City; and

WHEREAS, It is in the best interest of the City that the City receive fair and reasonable compensation from persons using the public assets of the streets and ways for interoffice telecommunications; and

WHEREAS, The City wishes to provide uniform terms and conditions to the greatest extent possible for qualified persons who have requested permission to place interoffice telecommunications systems, consisting primarily of fiber optic cables, in the public ways for their own internal use and not for sale, resale, exchange or lease; and

WHEREAS, WLS Television, Incorporated ("Grantee") is a Delaware corporation which is engaged in the business of television broadcasting; and

WHEREAS, Grantee wishes to construct, maintain and operate a two-way high-speed telecommunications system in the public ways of the City for its own internal use and not for sale, resale, exchange or lease; now, therefore,

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

SECTION 1. Definitions.

1.1 "Affiliates" shall include any subsidiary or parent corporation of Grantee or any entity which is under control of a parent or subsidiary of Grantee or any entity which is capable of exercising a substantial degree of control over Grantee through ownership of stock or partnership interests in Grantee.

1.2 "Annual Fee" shall mean the annual amount payable in advance to the City by the Grantee pursuant to Section 5.1 hereof and shall be Six Dollars (\$6.00) per lineal foot which the Authorized Routes occupy in the Public Ways. Subject to Section 3.4 hereof, in calculating the Annual Fee, the number of lineal feet of Authorized Routes is determined without regard to the number of conduits, cables, fibers or other telecommunications facilities to be installed by Grantee in a particular portion of the Public Ways.

1.3 "Authorized Routes" shall mean the lineal routes within specified Public Ways of the City which Grantee is authorized to use, subject to the requirements and limitations of this ordinance, for the purpose of installing, constructing, operating, maintaining, renewing and repairing its Interoffice Telecommunications System, as set forth in Exhibit 1 attached hereto and made a part hereof.

1.4 "Cable Television System" shall mean any system in the City required to be franchised by the City pursuant to Chapter 113.1 of the Chicago Municipal Code in order to operate, including any system consisting of a set of closed transmission paths with associated signal generation and/or reception and control equipment designed to distribute the following services to members of the public who subscribe therefor: (1) one-way transmission of video and audio programming provided by, or considered comparable to programming provided by, a television broadcast station, (2) information that an operator of a Cable Television System makes available to all subscribers generally and (3) incidental subscriber interaction required for the selection of such programming and information.

1.5 "Contractor" shall mean collectively any contractor, subcontractor, agent or consultant employed by Grantee or an Affiliate to construct, install, operate or maintain Grantee's Interoffice Telecommunications System. A Contractor may be an Affiliate.

1.6 "Interoffice Telecommunications Services" shall mean the transmission by Grantee of primarily high-speed communications signals through an Interoffice Telecommunications System point-to-point between separate locations used by Grantee in

its trade, business or occupation; provided that the provision of Interoffice Telecommunications Services shall not include either the operation of a Cable Television System or the sale, resale, lease or exchange of telecommunications facilities or services to Affiliates or third parties.

1.7 "Interoffice Telecommunications System" shall mean a system, consisting primarily of fiber optic cables, designed and operated by Grantee solely to provide Interoffice Telecommunications Services by means of electromagnetic, including light transmission, including all instrumentalities, facilities, apparatus, repeaters, conduit, fiber optic cables, splicing boxes and services (including the collection, storage, forwarding, switching and delivery of Telecommunications Services); provided that no portion of an Interoffice Telecommunications System shall also constitute all or any portion of a Cable Television System or shall also be used to sell, resell, lease or exchange telecommunications services or facilities with Affiliates or third parties.

1.8 "Public Ways" shall mean the surface, the air space above the surface, and the area below the surface of any public street and any highway, and any lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway or other public right-of-way including public utility easements or rights-of-way, and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in which the City holds rights sufficient, without consent of any other party, to permit Grantee to the use thereof for the purpose of installing or maintaining Grantee's Interoffice Telecommunications System.

SECTION 2. Grant Of Rights.

2.1 Grant Of Rights.

The City hereby grants to Grantee the nonexclusive right to construct, install, repair, operate and maintain an Interoffice Telecommunications System along the Authorized Routes on the terms and conditions set forth herein. This Agreement does not authorize Grantee to operate a Cable Television System or to sell, lease, re-lease, exchange or resell telecommunications services to Affiliates or third parties.

2.2 Term And Effective Date.

The term of this Agreement and of the rights granted hereunder shall be five (5) years from the date of passage by the Chicago City Council of this ordinance (the "Expiration Date") of this Agreement.

2.3 Interim Extension In The Absence Of Default.

Notwithstanding Section 2.2 but subject to the following sentence, Grantee's privileges to use the Authorized Routes shall not be deemed terminated and the term of this ordinance shall be deemed extended on a year-by-year basis in the absence of any material default by Grantee of the terms and conditions of this ordinance so long as Grantee continues to make timely payment of the Annual Fee. However, either party may terminate the rights, privileges and obligations set forth in this ordinance for any reason at any time after the Expiration Date, such termination to become effective upon sixty (60) days written notice to the other party of such termination.

2.4 Renewal.

Grantee is responsible for obtaining from the City a new ordinance for submission to the City Council preserving or extending the privileges granted herein prior to the Expiration Date. The City has no obligation to renew any particular terms or to renew the rights granted by this ordinance if the Commissioner of General Services determines such terms or such renewal is not in the best interests of the City. Any proposed renewal, extension or modification through such ordinance is subject to City Council approval, modification or rejection in its sole discretion.

2.5 Location Of Authorized Routes.

Grantee's Interoffice Telecommunications System may extend for a total distance of eighty (80) linear feet or approximately 0.015 miles along the Authorized Routes as set forth in Exhibit 1 attached hereto and made a part hereof.

2.6 Acts Or Omissions Of Affiliates.

During the term of this ordinance, Grantee shall be liable for the acts or omissions of any entity used by Grantee (including an Affiliate) when such entity is involved directly or indirectly in the construction, installation, maintenance or operations of Grantee's Interoffice Telecommunications System as if the acts or omissions of such entity were the acts or omissions of Grantee.

SECTION 3. Nature Of Limitation Of Rights Granted.

3.1 Rights Not Exclusive.

This is a nonexclusive privilege to use the Public Ways and is made expressly subject to and subordinate to the right of the City to use the Authorized Routes for any public purpose.

3.2 Other Permittees.

The City does not agree to restrict the number of Interoffice Telecommunications Systems, franchises, licenses or permits in any part or all of the City. The permission and authority herein granted are not intended to limit or modify any franchise, license or permit previously granted or which may be granted by the City to any other occupant of the Public Ways. Therefore, the Grantee, recognizing the rights of other franchisees, licensees and permittees in the Public Ways, shall exercise the authority herein granted in such a manner as not to interfere unreasonably with the rights of other prior or future franchisees, licensees and permittees in the Public Ways and to act so as not to endanger or to impair the facilities of any other such franchisee, licensee or permittee. Prior and future franchisees, licensees or permittees shall also, in like manner, be required to respect the rights and not interfere with the rights of the Grantee herein.

3.3 City's Rights Over Authorized Routes.

3.3.1 City's Authority Is Paramount.

At Grantee's own risk, the City may make use in the future of the Authorized Routes in which Grantee's Interoffice Telecommunications System is located in a manner inconsistent with Grantee's use of such public right-of-way for its placement of its Interoffice Telecommunications System.

3.3.2 Removal And Relocation.

The permit referred to in Section 12.1 may be revoked in whole or in part by the Commissioner of General Services whenever he or the Commissioner of Public Works considers it necessary or advisable for a public purpose. Upon thirty (30) days written notice of partial or complete revocation to Grantee of such permit from the Commissioner of General Services, Grantee shall remove, modify, replace or relocate all or any portion of its facilities as required at its own expense. In the event that Grantee shall not remove, modify, replace or relocate its facilities as required by said notice within thirty (30) days as

aforsaid, the Commissioner of Public Works may cause the same to be done at Grantee's expense and all expenses incurred or damages paid by the City on account of such action shall be paid by Grantee upon demand. Such use by the City includes, but is not limited to, its exercise of police or to proprietary power to modify, vacate or transfer what is now the Authorized Routes. At Grantee's own risk, the City has a predominant right to use the Authorized Routes in the placement, maintenance and repair of sewers, water mains and other public utility facilities or to relocate or remove Grantee's Interoffice Telecommunications System where the City determines public convenience would be enhanced or for any other purpose, including but not limited to the use of the Authorized Routes for public transportation purposes. Grantee shall remove, replace or modify at its own expense, the installation of any of its facilities as may be deemed necessary by any other appropriate governmental authorities to meet its proper responsibilities. In the event the City exercises its predominant right to use any part of the Authorized Routes for a public purpose, the City shall reasonably cooperate with Grantee in finding an alternate site for any telecommunications facilities removed and in avoiding disruption to Grantee's Interoffice Telecommunications Services to the extent not reasonably required by the City. In an emergency, as determined by the Commissioner of Public Works, the City may order Grantee to remove or relocate its facilities within forty-eight (48) hours. If the City exercises any of its rights pursuant to this Section 3.3, Grantee shall have the option, upon notice to the Commissioner of General Services, of abandoning the portion of its Interoffice Telecommunications System to be so removed or relocated and deleting such portion from the Authorized Routes. Any relocations of Grantee's system pursuant hereto conducted with the approval of the Commissioner of Public Works shall be automatically considered within the Authorized Routes and an amended or restated Exhibit 1 shall be filed with this ordinance. The calculation of the Annual Fee shall be adjusted according to such abandonment or relocation.

3.3.3 Fire Or Other Disaster.

Wherever, in case of fire or other disaster, it becomes necessary in the judgment of the City to remove or damage any of Grantee's facilities, no charge shall be made by Grantee against the City for restoration and repair.

3.3.4 Temporary Removal.

At the request of any person holding a valid building permit issued by the City or other appropriate governmental authority and upon reasonable notice, depending on the circumstances not exceeding thirty (30) days, Grantee shall temporarily raise, lower or remove its cables as may be necessary to facilitate such move, subject to payment in advance to the Grantee of the direct expenses of such temporary move by the permit holder, including standby time.

3.4. No Burden On Public Ways.

Grantee shall not attempt to construct, or install its Interoffice Telecommunications System in such a fashion as to unduly burden the present or future use of the Authorized Routes. In designing its Interoffice Telecommunications System, Grantee shall not provide for conduit space in excess of Grantee's present or reasonably anticipated future needs. The Commissioner of Public Works is authorized to regulate the size of the conduit system to be used by Grantee, as well as other physical characteristics of Grantee's Interoffice Telecommunications System. In the event that the Commissioner of Public Works shall determine that any portion of Grantee's Interoffice Telecommunications System, either planned or constructed, unduly burdens any portion of the Authorized Routes for present or future use, Grantee shall be required either to modify its plans for construction of its Interoffice Telecommunications System, or to take such actions as the Commissioner of Public Works shall determine for the sake of public convenience to eliminate the problem within the time frame provided by the Commissioner of Public Works and the Chicago Municipal Code.

SECTION 4. Change Of Control And Assignment.

4.1 Change Of Control.

4.1.1 Privilege Is Personal To Grantee.

The rights granted pursuant to this Agreement shall be a privilege to be held in personal trust by Grantee. Grantee shall not transfer, assign or lease the rights granted in this Agreement or its ownership or operation of its Interoffice Telecommunications System, or any portion thereof through sale, merger, corporate reorganization, consolidation, foreclosure, leaseback or any other manner or transfer, lease or assign in any manner any space or conduit space occupied by its Interoffice Telecommunications System, without prior consent of the City Council expressed by resolution and then only on such conditions as may be therein prescribed. Any sale, transfer, lease or assignment not made according to the procedures set forth in this Section 4 shall void the rights granted by this ordinance. The sale, transfer, lease or assignment in bulk of the major portion of the tangible assets of Grantee shall be considered an assignment and subject to the provisions of this Section 4.

4.1.2 Authorization By City Council.

Any sale, transfer or assignment described in Section 4.1.1 authorized by City Council shall be made by a bill of sale or similar document, an executed copy of which shall be filed with the Commissioner of General Services within thirty (30) days after any such sale, transfer or assignment; provided however, that the assignee must agree to comply with this

Agreement and amendments thereto, and must be able to provide proof of legal, technical, financial, and character qualifications as determined by the City, and provide disclosure of ownership interests as required by Chapter 26.1 of the Municipal Code of Chicago and provide such other certifications as the City shall determine are required.

4.1.3 Transfer To Subsidiary.

Notwithstanding Section 4.1.1, Grantee may form a wholly owned subsidiary and assign its rights under this Agreement to such subsidiary without prior consent of the City Council; provided, however, that Grantee shall provide notice of such assignment and full disclosure to the Commissioner of General Services as to the nature of such subsidiary within thirty (30) days of such assignment.

4.1.4 Disclosure Of Ownership.

Prior to adoption of this ordinance, Grantee has submitted to the Commissioner of General Services, the Economic Disclosure Statement required by Chapter 26.1 of the Chicago Municipal Code. Grantee, or any assignee permitted hereunder, shall, within thirty (30) days of any such transaction, file an amendment to the foregoing statement of ownership interest with the Commissioner of General Services in the event ownership of ten percent (10%) of the right to control Grantee is acquired during the term of this ordinance by any person or one or more groups of persons acting in concert after the Effective Date.

SECTION 5. Compensation.

5.1 Annual Fee.

Except as set forth below, throughout the term of this ordinance, Grantee agrees to pay the City for the use of the Authorized Routes the Annual Fee of \$480.00 on or prior to each anniversary of the date of passage of this ordinance by the Chicago City Council. The first year's Annual Fee for this Grantee shall be due within thirty (30) days after passage of this ordinance.

5.2 Not A Tax.

Payment by Grantee to the City of the Annual Fee is compensation for use of the Public Ways and shall not be considered in the nature of a tax. Such payments shall be separate from and additional to any and all federal, state, local and municipal taxes, as may be due, which are separate and distinct obligations of Grantee.

5.3 Subsequent Action Affecting Compensation.

If during the term of this ordinance any court, agency or other authority of competent jurisdiction takes any action or makes any declaration that adversely affects the Annual Fee, the City and Grantee shall enter into negotiations to amend this ordinance to make the City whole in a manner consistent with said action or declaration by restoring the City to a position equivalent to that which it held prior to said action or declaration.

5.4 Other Fees.

In addition to and unrelated to the payment of the Annual Fee, Grantee shall pay all fees necessary to obtain federal, state, local and City licenses, permits and authorizations required for construction, installation, maintenance or operation of its Interoffice Telecommunications System; provided, however, that no fee shall be especially imposed on Grantee by the City for any such license, permit or authorization other than standard fees of general application required by City ordinance or the City Municipal Code, including, but not limited to, fees required in connection with obtaining electrical wiring permits from the Building Department. Grantee shall also pay such additional fees for the use of City-owned conduits as may be required by the Chicago Municipal Code.

SECTION 6. Insurance And Indemnification.

6.1 Insurance.

On or prior to any commencement of construction of Grantee's Interoffice Telecommunications System and in no event later than thirty (30) days following the date of passage of this ordinance and at all times during the term thereof, and thereafter during such time as may be required to remove Grantee's Interoffice Telecommunications System and restore the Authorized Routes pursuant to Section 9.2 hereof, Grantee shall obtain, pay all premiums for, and file with the City Comptroller's Office of Risk Management evidence of the insurance coverages specified below:

- (A) **Worker's Compensation and Occupational Disease Insurance.** Grantee shall obtain Worker's Compensation and Occupational Disease Insurance in statutory amounts under Illinois law, covering all employees of the Grantee and any Contractor. Employer's liability coverage with limits of not less than \$100,000 each accident or illness shall be included.
- (B) **Commercial Liability Insurance.** Grantee shall obtain Commercial Liability or Comprehensive General Liability (Broadform) Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and/or property damage liability. Products/completed operation,

independent contractors and contractual liability coverages are to be included. The City is to be named as an additional insured. Any self-insured retention provisions shall be approved by the City Comptroller's Office of Risk Management.

- (C) **Railroad Protective Liability Insurance.** When any work is to be done adjacent to or on transit property, Grantee shall provide, with respect to the operations Grantee or any Contractor performs, Railroad Protective Liability Insurance (AAR-AASHTO form) in the name of the transit entity. The policy shall have limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. A \$6,000,000 annual aggregate may apply. Any self-insured retention provisions shall be approved by the City Comptroller's Office of Risk Management.
- (D) **Automobile Liability Insurance.** When any motor vehicles are used in connection with the work to be performed, Grantee shall maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. The City is to be named as an additional insured.

6.2 Qualified Companies.

All insurance policies called for in this ordinance shall be issued by companies authorized to do business in Illinois and satisfactory to the City Comptroller's Office of Risk Management and each insurance policy shall be satisfactory to the City Comptroller's Office of Risk Management. Each such insurance policy shall contain a covenant or endorsement of the insurance company to provide sixty (60) days written notice by registered mail of the insurance company's intention to cancel, substantially change, or not to renew such policy to both the City Comptroller's Office of Risk Management and the Grantee. A Grantee shall, in the event of any such notice, obtain, pay premiums for, and file with the City Comptroller written evidence of the issuance of any replacement policies within sixty (60) days following receipt by the City or the Grantee of any such notice. Failure to carry or keep such insurance in force throughout the period set forth in Section 6.1 shall constitute a material breach of this ordinance. The City reserves the right to stop any work related to Grantee's Interoffice Telecommunications System until proper evidence of insurance is furnished.

6.3 Right To Require Replacement Of Insurance.

If the financial conditions of any insurance company providing an insurance policy pursuant to Section 6 materially and adversely changes the City may, at any time, require that any insurance policy be replaced with such other insurance policy consistent with the requirements set forth in this Section 6.

6.4 Alteration.

Grantee shall not materially change or alter the terms or conditions of the insurance policies referred to herein or replace or cancel said insurance policies without prior approval of the City Comptroller's Office of Risk Management.

6.5 City Comptroller's Right To Increase Minimum Amount.

In the event of changed circumstances that would render the amounts of the insurance policies set forth in Section 6 hereof inadequate, the City Comptroller reserves the right to reasonably increase the minimum amounts of such insurance policies upon sixty (60) days prior written notice to Grantee in order to ensure adequate protection to the City. Within sixty (60) days after such notice, Grantee shall increase the amounts of such insurance policies, as applicable, to an amount equal to or greater than the increased minimum amounts.

6.6 No Excuse From Performance.

None of the provisions contained herein nor the insurance policies required herein shall be construed to excuse the faithful performance by Grantee of the terms and conditions of this ordinance or limit the liability of Grantee under this ordinance for any and all damages in excess of the amounts of such insurance policies.

6.7 Insurance For Contractors And Subcontractors.

Grantee shall provide coverage for any Contractor by either obtaining the necessary endorsements to its insurance policies or requiring such contractor or subcontractor to obtain appropriate insurance coverage consistent with Sections 6.1(A) through 6.1(D) of this ordinance and appropriate to the extent of its involvement in the construction, installation, maintenance or operation of Grantee's Interoffice Telecommunications System and shall provide evidence of the foregoing as required in Section 6.1.

6.8 Indemnity.

Grantee shall be solely responsible for the support, safety and protection of its Interoffice Telecommunications System and the Authorized Routes being used by Grantee and for the safety and protection of all persons and all property coming into contact with Grantee's facilities or their operations. Grantee shall, at its sole cost and expense, indemnify, defend,

keep and save harmless the City, its officials, boards, commissions, consultants, agents and employees (collectively the "Indemnified Parties") against any and all suits, causes of action, proceedings and judgments for claims, damages (whether such claims and damages are for personal injury, property damage or loss or interruption of utility service) suits, liabilities, judgments, cost and expenses (collectively referred as a "Loss") arising out of the grant of rights pursuant to this ordinance and Grantee's installation, construction and maintenance and operation of its Interoffice Telecommunications System, or which in any way may result therefrom, whether or not it shall be alleged or determined that a Loss was caused through negligence or omission of Grantee or any of its employees, Affiliates or Contractors. The term "Loss" specifically shall be deemed to include, but not be limited to, any liability for the payment of Workmen's Compensation under Illinois law which the City is required to make and Grantee specifically covenants to reimburse the City for any such payments made by the City. Grantee shall, at its own expense, appear, defend and pay all attorneys fees and all other costs and expenses arising therefrom or incurred in connection therewith. Grantee expressly understands and agrees that insurance required by this ordinance shall in no way limit the responsibility of Grantee to indemnify, keep and save harmless and defend the Indemnified Parties pursuant to this section. Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses of the City, such as attorney fees, and shall also include the reasonable value of any services rendered by the Corporation Counsel or his assistants or any consultants, employees or agents of the City.

SECTION 7. Construction And Installation Of Grantee's Interoffice Telecommunications Systems.

7.1 Approval Of Specific Location.

Prior to the date of introduction of this ordinance, Grantee shall have placed on file for approval with the Commissioner of General Services and Commissioner of Public Works final drawings, maps and plans showing the exact proposed location of each telecommunication facility comprising a part of Grantee's Interoffice Telecommunications System to be installed on the Authorized Routes and the location of each conduit to be entered and the number of manholes or other openings to gain access to said conduit and a proposed construction schedule. Deviation from previously approved drawings, maps, plans and construction schedules must also be submitted in a timely manner for approval by Grantee to the Commissioner of General Services and the Commissioner of Public Works. Similar information shall be filed with the Commissioner of Public Works for approval, prior to the issuance of a permit for the proposed installation or construction of any extension, reduction or removal of any of portion of Grantee's Interoffice Telecommunications System along the Authorized Routes. No telecommunications facility of Grantee may be constructed or installed on any portion of the Authorized Routes without approval of the Commissioner of Public Works and the issuance of a permit therefor, which permit shall indicate the date, time, manner and place of laying or installing each such facility. Grantee shall also obtain such construction, performance or other bonds as may be required by the Commissioner of Public Works. Similarly, approval by the Commissioner of Public Works is required prior to any extension, reduction or removal of Grantee's Interoffice Telecommunications System along an Authorized Route. Approval by the

Commissioner of Public Works of the construction and installation of any portion of Grantee's Interoffice Telecommunications System shall not be not deemed a waiver of any other applicable requirements of federal or Illinois law or the Chicago Municipal Code and Grantee shall also comply with any such other requirements, including but not limited to federal Occupational Safety and Health Administration industrial standards. The Commissioner of Public Works may set reasonable standards to prevent any portion of the Public Ways from being overburdened. (Grantee is aware that, under certain circumstances, approvals related to Grantee's use of the Authorized Routes are required from other City departments, such as Streets and Sanitation and the Building Department and Grantee is responsible for obtaining such approvals in a timely fashion as required.)

7.2 Construction Requirements And Standards.

7.2.1 In General.

Grantee shall construct, install, maintain and operate its Interoffice Telecommunications System in a safe, orderly and workmanlike manner utilizing only materials of good, durable quality with due respect for engineering considerations and in accordance with applicable federal, state and local laws and regulations. Grantee shall at all times install its telecommunications facilities in accordance with the standards set by the City's Department of Public Works and the Building Department.

7.2.2 Compliance Standards.

Grantee shall at all times comply with the following:

- (A) UL Code (latest edition).
- (B) Applicable provisions of the Municipal Code of Chicago.
- (C) Written standards of the Department of Public Works and the Building Department applicable to Grantee's construction, installation, operation and maintenance of its Interoffice Telecommunications System.

7.2.3 Construction And Installation Procedures.

Grantee shall submit to the Department of Public Works documents which set forth the specifications, standards and procedures for construction and installation of its Interoffice Telecommunications System. Said specifications, standards and procedures shall be consistent with the highest standards of the telecommunications industry and shall, at a minimum, establish procedures to ensure quality work and provide for the safety and

protection of residents and property. Said documents shall be submitted to the Commissioner of Public Works for approval prior to commencement of construction of Grantee's Interoffice Telecommunications System.

7.2.4 "As Built" Drawings.

Grantee shall submit to the Commissioner of Public Works "as built" drawings of the portions of Grantee's Interoffice Telecommunications System located along the Public Ways of a size and material satisfactory to the Commissioner of Public Works within sixty (60) days after completion of construction of such portions. Such drawings shall be updated by Grantee whenever material changes are made to Grantee's Interoffice Telecommunications System which impact the Public Ways within sixty (60) days of such material change. Said drawings shall at a minimum include cable routings and the location of amplifiers, power supplies and system monitor test points.

7.2.5 Emergency Or Disaster.

In case of emergency or disaster, Grantee shall upon request of the City, make available its facilities to the City, without costs, for emergency use.

7.2.6 Use Of Existing Conduits.

Grantee shall use existing conduits and other facilities whenever economically feasible and shall not construct or install any new, different or additional conduits or other facilities in the City without approval of the City and any other applicable governmental agency or on private property, of the property owner.

7.2.7 Adjoining Property Owners.

All of Grantee's Interoffice Telecommunications System shall be so installed and located so as to cause minimum interference with the rights and appearance and reasonable convenience of adjoining property owners at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public. Suitable barricades, flags, lights or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any fixtures placed in any Public Ways by Grantee shall not interfere with the usual and just customary uses of or any specifically permitted or licensed use of the Public Ways.

7.2.8 Adjustment Of Utility Facilities.

In the event that the location of Grantee's Interoffice Telecommunications System will require an adjustment of the location of existing public or private utility facilities, Grantee must obtain written consent of the owner of such utility including, where applicable, all relevant City departments to such adjustment and make such arrangements for the payment or reimbursement of the cost of such adjustment as are satisfactory to the owner of such utility including, where applicable, all relevant City departments. No permit for construction pursuant to Section 7.1 will be issued until the Commissioner of Public Works is satisfied that the requirements of this paragraph 7.2.8 have been satisfied. In no case shall Grantee be entitled to perform such adjustment or disturb such utility facilities without the written consent of the owner of such utility.

7.2.9 Electrical Permit.

All installation work for Grantee's Interoffice Telecommunications System shall be performed by electrical contractors licensed pursuant to Chapter 86 of the Chicago Municipal Code.

7.3 Restoration.

In the event of disturbance of the Public Ways or private property by Grantee, Grantee shall, at its own expense and in a manner approved by the City or other appropriate governmental authority and the owner, rebuild, restore and repair such Public Ways or private property in as good a condition as before the work causing such disturbance was done. In the event Grantee fails to perform such rebuilding, replacement or restoration, the City or the owner shall have the right to do so at the sole expense of Grantee.

SECTION 8. Inspection And Physical Audit.

8.1 Inspection.

The City reserves the right to make, at any time after the date of passage of this ordinance and throughout the duration of this ordinance, physical on-site inspections of Grantee's Interoffice Telecommunications System, including Grantee's telecommunications terminals, at the City's discretion. Grantee will accommodate the City's monitoring needs by providing the Department of Public Works a map and specifications which Grantee shall update annually or indicate "no change" (as the case may be) and submit to the City at the time of Grantee's payments of its Annual Fee. Said map will identify the locations of all terminals and junction boxes, and the lineal footage of

each portion of Grantee's Interoffice Telecommunications System located in the Public Ways.

8.2 Physical Audit.

In the event that the Commissioner of Public Works has reason to believe at any time that there is a material discrepancy between information submitted by Grantee pursuant to this Section 8 and the size, location or nature of Grantee's Interoffice Telecommunications System, then the City may send its own personnel or hire an engineering firm of the City's choice to perform an unannounced physical audit of Grantee's Telecommunications System (the "City's Inspector"). Grantee shall cooperate with such an audit. Grantee shall pay the reasonable costs and fees of up to two (2) physical audits to be performed during any twelve-month period. If the City's Inspector determines in said audit that a documented material discrepancy existed as of the date of any audit between the results of such physical audit and the information contained in the specifications and summaries that Grantee has placed on file with the City, Grantee shall be given written notice of said discrepancy and be given ten days to file a written response explaining or contesting the discrepancy. If thereafter the Commissioner of Public Works reasonably determines the existence of said discrepancy, Grantee shall owe the City the sum of any underpayment which has resulted from the discrepancy (plus interest as specified in Section 11), and pay the City Comptroller for the costs and fees of the audit by the City's Inspector (if paid for or due to be paid by the City) as well as any required follow-up by City's Inspector within thirty (30) days of Grantee's receipt of the decision of the Commissioner of Public Works.

8.3 Trespassing Facilities.

Any portion of Grantee's Interoffice Telecommunications System in the Public Ways but not along the Authorized Routes is known as a "Trespassing Facility". Upon discovery of a Trespassing Facility by the City, the Commissioner of Public Works shall have the following options:

- (A) Order the immediate removal of the Trespassing Facilities from the Public Ways.
- (B) Seek to obtain liquidated damages to the extent provided pursuant to Section 11 hereof.
- (C) Seek other remedies available to the City under the Chicago Municipal Code, this ordinance or under Illinois law;

provided that the Commissioner of Public Works may waive for a period of thirty (30) days any such sanctions in the event he determines that (i) the trespass was inadvertent and (ii) Grantee is making a good faith effort to remove or relocate the Trespassing Facility promptly, so as to correct any violation of this ordinance. Said waiver may be extended beyond the thirty (30) day correction period by the Commissioner of Public Works for circumstances beyond the reasonable control of Grantee, but only upon prior approval by the Commissioner of Public Works of Grantee's timetable specifying the anticipated date the Trespassing Facility will be removed or relocated so as not to violate this ordinance.

SECTION 9. Repeal Of Privileges.

9.1 Basis For Repeal Of Ordinance.

This ordinance may be repealed by the City Council (upon referral from the Mayor or on its own motion) at any time.

9.2 Removal Or Abandonment Of Grantee's Interoffice Telecommunications System.

9.2.1 Removal By Grantee.

Upon repeal of this ordinance pursuant to Section 9.1, or upon revocation or termination of the privilege herein granted, the Grantee, without cost or expense to the City of Chicago, shall promptly remove or abandon in place, at the option of the City, its Interoffice Telecommunications System and restore the Public Ways where disturbed by removal of said structures or appliances to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with this ordinance and the Chicago Municipal Code. In all cases, such facilities which are not removed within one (1) year of such date of termination or revocation shall become the property of the City. In determining whether and the extent to which such facilities shall be so removed or abandoned, the Commissioner of General Services shall take into account the best interests of the City and shall consider all other relevant factors.

9.2.2 Removal By The City.

In the event of the failure or refusal of the Grantee to remove facilities or restore the Public Ways where facilities are removed, as required by Section 10.2.1, the City may remove or cause the removal of Grantee's Interoffice Telecommunications System provided, however, that the City shall be reimbursed by Grantee for the total costs of such removal.

SECTION 10. Sanctions.**10.1 Liquidated Damages.**

The events set forth below will result in damages that will be impracticable or difficult to ascertain. Grantee therefore shall pay the City the sum of Two Hundred Dollars (\$200) a day until the violation is corrected, which shall not be considered in the nature of a penalty. Such events are as follows:

- (A) Installation of "Trespassing Facilities" as defined in Section 8.3 of this ordinance.
- (B) Material non-conformance of Grantee's Telecommunications System or any portion thereof with the standards of general applicability of the City set forth in the Chicago Municipal Code or furnished in writing by the Department of Public Works or the Building Department.
- (C) Failure to remove, modify, replace or relocate facilities within the permitted time frame (and granted extensions) after a notice from the Commissioner of Public Works to remove, modify, replace or relocate such facilities pursuant to Section 3.3.

10.2 Other Rights Of City.

The right of the Commissioner of General Services to impose upon Grantee liquidated damages pursuant to Section 11.1 shall be in addition to any other rights or remedies the City has under this ordinance, the Chicago Municipal Code or other applicable laws including the right of the City Council to repeal this ordinance pursuant to Section 9 of this ordinance and the right of the Commissioner of General Services under Section 11.2 to revoke the permit described in Section 11.1.

10.3 No Waiver Of Rights.

The decision by the Commissioner of General Services to forego the imposition upon Grantee of liquidated damages or other monetary sanctions in a particular instance shall in no way act to waive the City's rights under this section for subsequent violations of this ordinance.

SECTION 11. Permit Needed.**11.1 Permit.**

The permission and authority herein granted shall not be exercised until (i) Grantee has filed a written acceptance of the terms of this ordinance containing such representations and in such form as is satisfactory to the Commissioner of General Services, and the City's Corporation Counsel, (ii) proof of insurance as required in Section 6 hereof is submitted to and approved by the City Comptroller's Office of Risk Management, (iii) payment of the first year's Annual Fee has been made to the City and (iv) a permit authorizing use of the Authorized Routes pursuant to the length of term specified in Section 2 has been issued to Grantee by the Commissioner of General Services.

11.2 Revocation Of Permit.

In addition to the provisions of Section 3.3.2, the Commissioner of General Services may revoke the permit referred to in Section 11.1 if Grantee at any time shall fail to comply with the provisions and conditions of this ordinance and the Commissioner of General Services or the Commissioner of Public Works, in exercise of their respective discretion, shall determine such revocation is necessary and proper. In case of such revocation, the City shall be entitled to its remedies hereunder and under the Chicago Municipal Code. Such permit may be reinstated by the Commissioner of General Services if such Commissioner, in the exercise of his discretion, concludes that the cause of such revocation has been cured by Grantee in a timely fashion.

SECTION 12. Special Conditions.**12.1 No Recourse.**

Except as expressly provided in this ordinance or at law, the Grantee shall have no recourse against the City for any loss, expense or damage resulting from the terms and conditions of this ordinance or because of the City's enforcement thereof nor for the City's failure to have authority to grant the rights conveyed in this ordinance. In applying for its permit pursuant to Section 11.1, Grantee will be agreeing to this ordinance relying upon its own investigation and understanding of the power and authority of the City to grant the Grantee its rights under this ordinance.

12.2 Conflict Of Interest.

No member of the governing body of the City or other unit of government and no other official, officer, employee, or agent of the City or other unit of government shall have any personal, financial or economic interest, direct or indirect, in this ordinance or any subcontract resulting therefrom.

12.3 Compliance With Applicable Laws.

In constructing, installing, operating and maintaining its Interoffice Telecommunications System, Grantee shall comply with all applicable laws of the United States, the State of Illinois, all applicable ordinances and executive orders of the City, all applicable regulations of the Federal Communications Commission and the Illinois Commerce Commission and such laws as shall be considered part of this ordinance as set forth herein.

SECTION 13. General Provisions.

13.1 Descriptive Headings.

Section headings are descriptive and used merely for the purpose of organization and where inconsistent with the text are to be disregarded.

13.2 Notices.

Unless otherwise specified herein, all notices, requests, designations, deliveries, approvals, consents, demands and waivers required or provided hereunder or desired by the parties hereto shall be in writing and shall be deemed properly served if hand-delivered to the parties at the following addresses (effective on delivery) or if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses (effective on mailing):

(i) If To Grantee:

WLS Television, Incorporated
190 North State Street
Chicago, Illinois 60601
Attention: Director of Engineering

(ii) If To City:

Department of General Services
City of Chicago
320 North Clark Street
Room 502
Chicago, Illinois 60602
Attention: Commissioner

or to such other parties or other addresses as either party may designate by notice to the other. The specification of a number of days' or months' notice shall mean notice of not less than such number of days or months, unless otherwise provided in this ordinance.

13.4 Invalidity.

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 14. Prior Ordinances.

All ordinances and resolutions, or parts thereof, in conflict with this ordinance, are, to the extent of such conflict, hereby repealed and this ordinance shall take effect and be in force from and after its passage.

SECTION 15. Effective Date.

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.

Location Description.

Grantee's Interoffice Telecommunications System's fiber optic cable shall extend across the Public Ways for eighty (80) feet under West Lake Street in a lineal direction at a point sixty (60) feet west of and parallel to the west line of North State Street and shall occupy a one foot wide trench containing a four (4) inch conduit at a depth of three (3) feet below grade. Said fiber optic cable shall be used for signal transmission from Grantee's facilities at 190

North State Street to their signal tower atop the Leo Burnett Building located at 35 West Wacker Drive.

TELEPORT COMMUNICATIONS CHICAGO, INCORPORATED AUTHORIZED
TO CONSTRUCT AND OPERATE INTEROFFICE FIBER
OPTIC TELECOMMUNICATIONS SYSTEM IN
PUBLIC WAY.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, February 6, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys having had an ordinance (referred on September 14, 1988) for Merrill Lynch Teleport Technologies, Incorporated for the construction, installation, maintenance and operation of a telecommunications system, consisting primarily of fiber optic facilities, in the public ways of the City of Chicago, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Segments of the telecommunications industry are becoming competitive; and

WHEREAS, Various persons have requested permission to place high-speed telecommunications systems, consisting primarily of fiber optic cables for common or contract carriage for compensation of telecommunications services and facilities within the City of Chicago (the "City") in the public ways of the City; and

WHEREAS, It is in the best interest of the City to facilitate the development of state-of-the-art telecommunications systems serving the City; and

WHEREAS, It is in the best interest of the City that the City receive fair and reasonable compensation from persons using the public assets of the streets and ways for telecommunications; and

WHEREAS, The City wishes to enter into agreements which are uniform in terms and conditions to the greatest extent possible with qualified persons who have requested permission to place telecommunications systems, consisting primarily of fiber optic cables, in the public ways, in order to provide telecommunications services within the City; and

WHEREAS, Teleport Communications Chicago, Incorporated ("Grantee") is a Delaware corporation which is engaged in the business of common or contract carriage for compensation of high-speed telecommunications services and facilities; and

WHEREAS, Grantee wishes to construct, maintain and operate a high-speed telecommunications system in the public ways of the City; now, therefore,

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

SECTION 1. Subject to approval of the Corporation Counsel as to form and legality, the Mayor, the Commissioner of the Department of General Services and the Commissioner of the Department of Public Works are authorized to execute, on behalf of the City, and the City Clerk is authorized to attest to an agreement between the City and Teleport Communications Chicago, Incorporated (the "Grantee"), substantially in the form attached hereto as Exhibit A (the "Agreement"), subject to such changes as may be approved by the Mayor and the Commissioner of General Services and the Commissioner of Public Works for the construction, installation, maintenance and operation of a high-speed telecommunications system, consisting primarily of fiber optic facilities, in the public ways of the City in order to provide service within the City. Only upon execution of the Agreement by the authorized officials of the City and the Grantee shall Grantee be authorized to construct, install, maintain and operate such telecommunications system in the public way of the City pursuant to the terms thereof.

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

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

Exhibit "A".

Telecommunications System Use Agreement.

City Of Chicago, Illinois

And

Teleport Communications Chicago, Incorporated.

This Telecommunications System Use Agreement (the "Agreement"), made and executed as of this ____ day of _____, 1990 (the "Effective Date") by and between the City of Chicago, Illinois (the "City"), a home rule unit and municipality under Article VII of the Constitution of the State of Illinois and Teleport Communications Chicago, Incorporated, a Delaware corporation (the "Grantee").

Witnesseth:

Whereas, Section 6(a) of Article VII of the Illinois Constitution provides that a home rule unit "may exercise any power and perform any function pertaining to its government and affairs included, but not limited to, the power to regulate for the protection of the public health, safety, morals, and welfare"; and

Whereas, The Grantee intends to construct and install a Telecommunications System in the City, which Telecommunications System as a carrier will transmit for compensation and at high-speed signals primarily along fiber optic cables; and

Whereas, In order to construct and install said Telecommunications System, Grantee must place conduits, cables and associated telecommunications facilities in certain of the public ways of the City; and

Whereas, The City and the Grantee have reached an Agreement as to the terms under which Grantee will be permitted to use certain portions of the public ways of the City to construct, install, operate and maintain its Telecommunications System; and

Whereas, The form of such Agreement has been approved by an ordinance adopted by the City Council of the City on _____, 19____;

Now, Therefore, It is hereby agreed by the parties hereto as follows:

Section 1. Definitions.

1.1 "Additional Compensation" shall mean the processing fee and nonmonetary rights, privileges and facilities to be provided the City by Grantee pursuant to Section 5.2.

1.2 "Adjustment Dates" shall mean March 12, 1991, January 1, 1996 and January 1, 2001.

1.3 "Affiliates" shall include any subsidiary or parent corporation of Grantee or any entity which is under control of a parent or subsidiary of Grantee or any entity which is capable of exercising a substantial degree of control over Grantee through ownership of stock or partnership interests in Grantee.

1.4 "Annual Gross Billings Based Fee" shall mean an amount equal to three percent (3%) of Grantee's Total Gross Billings during a Compensation Year.

1.5 "Authorized Routes" shall mean the lineal routes within specified Public Ways of the City which Grantee is authorized to use, subject to the requirements and limitations of this Agreement, for the purpose of installing, constructing, operating, maintaining, renewing and repairing its Telecommunications System, as set forth in Exhibit 1 attached hereto and made a part hereof.

1.6 "Cable Television System" shall mean any system in the City required to be franchised by the City pursuant to Chapter 113.1 of the Chicago Municipal Code in order to operate, including any system consisting of a set of closed transmission paths with associated signal generation and/or reception and control equipment designed to distribute the following services to members of the public who subscribe therefor: (1) one-way transmission of video and audio programming provided by, or considered comparable to programming provided by, a television broadcast station, (2) information that an operator of a Cable Television System makes available to all subscribers generally and (3) incidental subscriber interaction required for the selection of such programming and information.

1.7 "Chicago Freight Tunnels" shall mean the freight tunnels running below certain streets of the City, as more fully illustrated in Exhibit 2 attached hereto and made a part hereof.

1.8 "Compensation Year" shall be a twelve month period beginning on January 1 and ending on December 31 provided that the first Compensation Year shall begin on the effective date of this Agreement and end on December 31, 1990.

1.9 "Contractor" shall mean collectively any contractor, subcontractor, agent or consultant employed by Grantee or an Affiliate to construct, install, operate or maintain Grantee's Telecommunications System. A Contractor may be an Affiliate.

1.10 "Downtown Business Area" shall mean the area encompassed within and by the following boundaries within the City:

a line extending from Lake Michigan on the east at the north curb line of Oak Street proceeding southerly along the shoreline of Lake Michigan to 15th Street; proceeding along the south curb line of 15th Street from said shoreline west to Halsted Street; proceeding north along the west curb line of Halsted Street to Grand Avenue; proceeding along the north curb line of Grand Avenue east to State Street; proceeding along the west curb line of State Street to Oak Street and proceeding along the north curb line of Oak Street east to Lake Michigan.

1.11 "General Compensation" shall mean amounts Grantee is required to pay to the City pursuant to Section 5.1 of this Agreement.

1.12 "Interexchange Telecommunications Service" shall mean telecommunications service between points in two or more exchanges as defined in Chapter 111-2/3, §13-201 et seq. of the Illinois Revised Statutes, as amended.

1.13 "Minimum Annual Fee" shall mean the minimum amount payable, calculated on the basis of a twelve-month period, to the City as General Compensation during any Compensation Year pursuant to Section 3 hereof, and shall be based on a formula calculated as follows:

\$3.54 per linear foot which the Authorized Routes occupy in the Downtown Business Area; and

\$1.77 per linear foot which the Authorized Routes occupy outside of the Downtown Business Area.

Subject to Section 3.4 hereof, in calculating the Minimum Annual Fee, the number of lineal feet of Authorized Area is determined without regard to the number of conduits, cables, fibers or other telecommunications facilities to be installed by Grantee in a particular portion of the Public Ways.

1.14 "Ordinance" shall mean the ordinance adopted by the City Council of the City on _____, and authorizing the execution of this Agreement by the

Mayor, the Commissioner of the Department of General Services, the Commissioner of the Department of Public Works and the City Clerk of the City.

1.15 "Public Ways" shall mean the surface, the air space above the surface, and the area below the surface within any dedicated public right-of-way and any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway or other public right-of-way including public utility easements or rights-of-way in which the City has jurisdiction, and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in which the City holds rights sufficient, without consent of any other party, to permit Grantee to the use thereof for the purpose of installing or maintaining Grantee's Telecommunications System. The term "Public Ways" shall be deemed to include the Chicago Freight Tunnels unless specifically herein excepted.

1.16 "Telecommunications Carrier" shall mean every corporation, company, association, joint stock company or association, firm, partnership or individual that owns, controls, operates, directly or indirectly, a Telecommunications System. "Telecommunications Carrier" does not include, however:

(1) Telecommunications carriers that are owned and operated by any political subdivision or municipal corporation of the State of Illinois for their own use, or such carriers operated by a lessee or operating agent of such political subdivision or municipal corporation for the use of such political subdivision or municipal corporation; or

(2) A carrier which provides Telecommunications Services solely to itself and not for sale or resale.

(3) A carrier which is obligated by law to provide communications service throughout the City.

(4) A facilities-based interexchange telecommunications carrier to the extent it is providing Interexchange Telecommunications Services.

1.17 "Telecommunications Services" shall mean, except as provided by Section 5.1.3, the provision or offering (either directly or as a carrier for others) for rent, sale or lease or in exchange for other value received, of the transmittal of primarily high-speed communication signals between points within the City, by means of a Telecommunications System; provided that the provision or offering of Telecommunications Services shall not include the operation of a Cable Television System or, except as provided in Section 5.1.3, the furnishing of Interexchange Telecommunications Services.

1.18 "Telecommunications System" shall mean a system consisting primarily of fiber optic cables, for the provision of Telecommunications Services by means of electromagnetic, including light transmission, including all instrumentalities, facilities, apparatus, repeaters, conduit, fiber optic cables, splicing boxes and services (including the collection, storage, forwarding, switching and delivery of Telecommunications Services); provided

that no portion of a Telecommunications System shall also constitute all or any portion of a Cable Television System, except to the extent permitted under Section 2.1 hereof.

1.19 "Total Gross Billings" shall mean the sum of (1) all amounts billed by Grantee and/or due to Grantee to be paid in cash, credits or property of any kind or nature arising from or attributable to, directly or indirectly, or in any way derived from, Grantee's operation, lease or exchange or use of its Telecommunications System, or sale or lease of Telecommunications Services within the City, whether or not such amounts are actually collected and (2) any other revenue arising from the possession by Grantee of its rights under this Agreement. By way of example, but not of limitation, the term "Total Gross Billings" includes amounts derived from installation and construction charges, access charges paid to Grantee by other carriers, and the lease of lines or capacity or circuit paths to third parties. If Grantee does not bill a particular customer (including an Affiliate) for Telecommunications Services provided by Grantee, then there shall be imputed as billings included within Total Gross Billings an amount equal to the billings that would have been billed by Grantee to a like customer for the provision of Telecommunications Services identical or as closely similar as possible in usage and nature of the Telecommunications Services being provided to the customer not being billed. If Grantee does not bill itself for Telecommunications Services provided for its own internal use to the extent not needed for operation of Grantee's Telecommunications System, there shall be imputed as billings included within Total Gross Billings, the amount that would have been billed to a like customer for Telecommunications Services identical or as closely similar in nature and usage as possible to the Telecommunications Services being so used by Grantee. There shall be deducted from Total Gross Billings amounts billed to or paid by Grantee's customers for taxes on Telecommunications Services furnished by Grantee to the extent such taxes are imposed directly on Grantee's customers by a governmental unit, they are charged separately from normal service charges and such taxes are remitted by Grantee directly to the taxing authority. Except as specified in Section 5.1.2 regarding overpayments, no other expenses or allowances shall be deducted from Total Gross Billings. Total Gross Billings shall only include amounts related to Grantee's Chicago-based operations. Total Gross Billings shall include any amounts charged or received by any separate Affiliate of Grantee using the Public Ways of the City directly or indirectly to operate a Telecommunications System in the City, unless such Affiliate has received separate authorization for such purposes from the Chicago City Council.

Section 2. Grant Of Rights.

2.1 Grant Of Rights.

The City hereby grants to Grantee the non-exclusive right to construct, install, repair, operate and maintain a Telecommunications System along the Authorized Routes on the terms and conditions set forth herein. This Agreement does not authorize Grantee to operate a Cable Television System, although Grantee may lease capacity or bandwidth, or cables to the operator of a Cable Television System provided said operator has first obtained a franchise under Chapter 113.1 of the Chicago Municipal Code. This Agreement does not contemplate that, except as provided in Section 5.1.3, Grantee shall engage in

Interexchange Telecommunications Services or authorize Grantee to use the Authorized Routes for such purpose. Except as provided in Section 5.1.3, should Grantee wish to provide Interexchange Telecommunications Services using any part of the Public Ways, Grantee must apply to the City for separate authorization by ordinance.

2.2 Term And Effective Date.

This Agreement and the rights granted herein shall terminate, unless extended or renewed as provided herein, on December 31, 2005 (the "Initial Expiration Date").

2.3 Right Of Renegotiation Of Certain Provisions.

The City reserves the right to renegotiate at periodic intervals the amount, nature and terms of General Compensation and/or Additional Compensation (collectively "Compensation") to be paid by Grantee for use of the Authorized Routes during the term of this Agreement. Except as provided in Section 2.3.2, any adjustment to Compensation ("Adjusted Compensation") shall become effective on the next succeeding Adjustment Date. In order to renegotiate Compensation, the City, acting through its Commissioner of General Services, shall give written notice to Grantee at least sixty (60) days prior to the Adjustment Date for which the Adjusted Compensation will become effective. Said notice shall contain the City's proposed Schedule of Adjusted Compensation. The terms of any such Adjusted Compensation shall be reflected in an amendment to this Agreement and shall be nondiscriminatory and reasonable. No such Adjusted Compensation may reduce the rate of General Compensation to be paid by Grantee or materially and substantially reduce the value of Additional Compensation to be provided by Grantee without the approval of the Chicago City Council. As part of any such amendment, Grantee shall be entitled to delete any portion of the Authorized Routes on which Grantee has not yet constructed telecommunications facilities from Exhibit 1 and thus decrease the number of lineal feet included in calculating the Minimum Annual Fee owed to the City on a prospective basis from the effective date of such amendment. No later than thirty (30) days prior to each Adjustment Date, the Commissioner of General Services shall notify the Chairman of the Committee of the City Council having jurisdiction over the use of and compensation for the City's public ways regarding the status of any renegotiation and the proposed schedule of Adjusted Compensation.

2.3.2 Dispute Resolution.

If Grantee shall in good faith maintain that the amount, terms or nature of any Adjusted Compensation proposed by the City pursuant to Section 2.3.1 is excessive or unreasonable, given the value of the privileges granted to Grantee pursuant to this Agreement, Grantee shall enter into negotiations with the City as expeditiously as possible to reach an agreement as to Adjusted Compensation prior to the applicable Adjustment Date. In the event that an agreement as to Adjusted Compensation is not reached prior to such

Adjustment Date, Grantee shall have the right to make a demand for arbitration in writing to the Commissioner of General Services within thirty (30) days after such Adjustment Date. In such event, the City and Grantee shall each appoint an arbitrator and a third arbitrator shall be appointed by the arbitrators so appointed. Each arbitrator shall have at least five years of experience in the field of rights-of-way procurement. Pursuant to the then current rules of the American Arbitration Association, or any successor organization, an arbitration shall be held as expeditiously as possible and the question to be answered by the arbitrators shall be:

"Is the Adjusted Compensation excessive or unreasonable, taking into account the value of the privileges granted to Grantee, both present and future, the charges required by municipalities in other major urban areas for similar rights-of-way, and the charges for similar rights-of-way by other providers in the Chicago area?"

Unless the majority of the arbitrators shall decide the foregoing question in the affirmative, Grantee shall be bound to pay the Adjusted Compensation, retroactive to applicable Adjustment Date. If a majority of the arbitrators shall decide the foregoing question in the affirmative, then the City shall withdraw the proposed schedule of Adjusted Compensation and Grantee shall continue paying the Compensation previously in effect; provided that the City may substitute to a new rate of Adjusted Compensation, effective retroactive to the applicable Adjustment Date. The notice periods and dispute resolution procedures of this Section 2.3.2 shall be applied to the extent possible to any substituted Adjusted Compensation. Notwithstanding anything to the contrary in this Section 2.3.2, however, Grantee shall be bound by any arbitration decision rendered by a similar panel of arbitrators regarding the same proposed Adjusted Compensation as would be applicable to Grantee for similar privileges; provided that Grantee shall have been given due notice and a full and fair opportunity to participate in such arbitration proceedings and to give evidence therein. Failure by Grantee to object to the City's proposed Adjusted Compensation within the time frames provided in this Section 2.3 shall act as a waiver and Grantee shall be obligated to pay or provide, as the case may be, the Adjusted Compensation from the applicable Adjustment Date.

2.4 Interim Extension In The Absence Of Default Or Termination.

If, on the Initial Expiration Date, Grantee shall not be in default under this Agreement and if neither party has notified the other of its intent to terminate this Agreement on or before the Expiration Date, then the terms of this Agreement shall be deemed extended on an interim basis until terminated, renewed or renegotiated or further extended by order of the Commissioner of General Services. Said interim extension period shall not extend beyond a date sixty (60) days after the Initial Expiration Date, after which date this Agreement shall be considered terminated and all rights of the Grantee to use the Authorized Routes to provide Telecommunications Services shall cease.

2.5 Renewal.

At any time during the last Compensation Year occurring prior to the Initial Expiration Date, Grantee may request the City to enter into negotiations toward renewing or extending this Agreement. The exercise by Grantee of this option shall not bind the City as to acceptance of any particular terms or renewal of the rights granted by this Agreement if the Commissioner of General Services determines such terms or the renewal of this Agreement is not in the best interests of the City. Any proposed renewal, extension or modification of this Agreement is subject to City Council approval, modification or rejection in its sole discretion.

2.6 Location Of Authorized Area.

Grantee's Telecommunications System may extend for a total distance of 80,256 linear feet or approximately 15.2 miles along the Authorized Routes as set forth in Exhibit 1 attached hereto and made a part hereof. All of the Authorized Routes are in the Downtown Business Area.

2.7 Acts Or Omissions Of Affiliates.

During the term of this Agreement, Grantee shall be liable for the acts or omissions of any entity used by Grantee (including an Affiliate) when such entity is involved directly or indirectly in the construction, installation, maintenance or operations of Grantee's Telecommunications System as if the acts or omissions of such entity were the acts or omissions of Grantee.

Section 3. Nature Of Limitation Of Rights Granted.

3.1 Rights Not Exclusive.

This is a nonexclusive privilege to use the Public Ways and is made expressly subject to and subordinate to the right of the City to use the Authorized Routes for any public purpose.

3.2 Other Permittees.

The City does not agree to restrict the number of telecommunications systems, franchises, licenses or permits in any part or all of the City. The permission and authority herein granted are not intended to limit or modify any franchise, license or permit

previously granted by the City to any other occupant of the Public Ways. Therefore, the Grantee, recognizing the rights of other franchisees, licensees and permittees in the Public Ways, shall exercise the authority herein granted in such a manner as not to interfere unreasonably with the rights of other prior or future franchisees, licensees and permittees in the Public Ways (including the Chicago Freight Tunnels) and to act so as not to endanger or to impair the facilities of any other such franchisee, licensee or permittee. Prior and future franchisees, licensees or permittees shall also, in like manner, be required to respect the rights and not interfere with the rights of the Grantee herein.

3.3 City's Rights Over Authorized Routes.

3.3.1 City's Authority Is Paramount.

Grantee acknowledges and accepts at its own risk that the City may make use in the future of the Authorized Routes in which Grantee's Telecommunications System is located in a manner inconsistent with Grantee's use of such public right-of-way for its placement of its Telecommunications System.

3.3.2 Removal And Relocation.

The permit referred to in Section 13.1 may be revoked in whole or in part by the Commissioner of General Services whenever he or the Commissioner of Public Works considers it necessary or advisable for a public purpose. Upon thirty (30) days written notice to Grantee of partial or complete revocation of such permit from the Commissioner of General Services, Grantee shall remove, modify, replace or relocate its facilities at its own expense. In the event that Grantee shall not remove, modify, replace or relocate its facilities as required by said notice within thirty (30) days as aforesaid, the Commissioner of Public Works may cause the same to be done at Grantee's expense and all expenses incurred or damages paid by the City on account of such action shall be paid by Grantee on demand. Such use by the City includes, but is not limited to, its exercise of police or to proprietary power to modify, vacate or transfer what is now the Authorized Routes. Grantee further acknowledges and accepts at its own risk that the City has a predominant right to use the Authorized Routes in the placement, maintenance and repair of sewers, water mains and other public utility facilities or to relocate or remove Grantee's conduits or other structures where the City determines public convenience would be enhanced or for any other public purpose including but not limited to the use of the Authorized Routes for public transportation purposes. Grantee shall remove, replace or modify at its own expense, the installation of any of its facilities as may be deemed necessary by any other appropriate governmental authorities to meet its proper responsibilities. In the event the City exercises its predominant right to use any part of the Authorized Routes for a public purpose, the City shall reasonably cooperate with Grantee in finding an alternate site for any telecommunications facilities removed and in avoiding disruption to Grantee's Telecommunications Services to the extent not reasonably required by the City. In an emergency, as determined by the Commissioner of Public Works, the City may order

Grantee to remove or relocate its facilities within forty-eight (48) hours. If the City exercises any of its rights pursuant to this Section 3.3, Grantee shall have the option, upon notice to the Commissioner of General Services, of abandoning the portion of its Telecommunications System to be so removed or relocated and deleting such portion from the Authorized Routes. Any relocations of Grantee's system pursuant hereto conducted with the approval of the Commissioner of Public Works shall be automatically considered within the Authorized Routes and an amended or restated Exhibit 1 shall be attached to this Agreement. The calculation of the Minimum Annual Fee shall be adjusted according to such abandonment or relocation.

3.3.3 Fire Or Other Disaster.

Wherever, in case of fire or other disaster, it becomes necessary in the judgment of the City to remove or damage any of Grantee's facilities, no charge shall be made by Grantee against the City for restoration and repair.

3.3.4 Temporary Removal.

At the request of any person holding a valid building permit issued by the City or other appropriate governmental authority and upon reasonable notice, depending on the circumstances not exceeding thirty (30) days (unless Grantee shall reasonably demonstrate to the Commissioner of Public Works that more than thirty (30) days shall be required, in which case, such long period as said Commissioner may reasonably determine) Grantee shall temporarily raise, lower or remove its cables as may be necessary to facilitate such move, subject to payment in advance to the Grantee of the direct expenses of such temporary move by the permit holder, including standby time.

3.4 No Burden On Public Ways.

Grantee shall not attempt to construct, or install, its Telecommunications System in such a fashion as to unduly burden the present or future use of the Authorized Routes. In designing its Telecommunications System, Grantee shall not provide for conduit space in excess of Grantee's present or reasonably anticipated future needs. The Commissioner of Public Works is authorized to regulate the size of the conduit system to be used by Grantee, as well as other physical characteristics of Grantee's Telecommunications System. In the event that the Commissioner of Public Works shall determine that any portion of Grantee's Telecommunications System, either planned or constructed, unduly burdens any portion of the Authorized Routes for present or future use, Grantee shall be required either to modify its plans for construction of its Telecommunications System, or to take such actions as the Commissioner of Public Works shall determine for the sake of public convenience to eliminate the problem within the time frame provided by the Commissioner of Public Works and the Chicago Municipal Code.

Section 4. Change Of Control, Assignment And Sublease.

4.1 Change Of Control.

4.1.1 Privilege Is Personal To Grantee.

The rights granted pursuant to this Agreement shall be a privilege to be held in personal trust by Grantee. Grantee shall not transfer, assign or lease the rights granted in this Agreement or its ownership or operation of its Telecommunications System, or any portion thereof through sale, merger, corporate reorganization, consolidation, foreclosure, leaseback or any other manner or transfer or assign in any manner any space or conduit space occupied by its Telecommunications System, without prior consent of the City Council expressed by resolution and then only on such conditions as may be therein prescribed. Any sale, transfer or assignment not made according to the procedures set forth in this Section 4 shall void the rights granted by this Agreement. The sale, transfer or assignment in bulk of the major portion of the tangible assets of Grantee shall be considered an assignment and subject to the provisions of this Section 4.

4.1.2 Authorization By City Council.

Any sale, transfer or assignment described in Section 4.1.1 authorized by City Council shall be made by a bill of sale or similar document, an executed copy of which shall be filed with the Commissioner of General Services within thirty (30) days after any such sale, transfer or assignment; provided however, that the assignee must agree to comply with this Agreement and amendments thereto, and must be able to provide proof of legal, technical, financial, and character qualifications as determined by the City, and provide disclosure of ownership interests as required by Chapter 26.1 of the Municipal Code of Chicago and provide such other certifications as the City shall determine are required.

4.1.3 Transfer To Subsidiary.

Notwithstanding Section 4.1.1, Grantee may form a wholly owned subsidiary and assign its rights under this Agreement to such subsidiary without prior consent of the City Council; provided, however, that Grantee shall provide notice of such assignment and full disclosure to the Commissioner of General Services as to the nature of such subsidiary within thirty (30) days of such assignment.

4.1.4 Transfer Of Control Of Grantee.

Prior approval of City Council, which shall not be unreasonably refused, shall be required where ownership of fifty percent (50%) or more of the right of control of Grantee is acquired during the term of this Agreement in any transaction or series of transactions by a person or one or more groups of persons acting in concert, none of whom owned or controlled fifty percent (50%) or more of the right to control Grantee, singly or collectively on the effective date of this Agreement. By its acceptance of this Agreement, Grantee specifically agrees that any such acquisition occurring without prior approval of the City Council shall void the rights granted under this Agreement. This provision shall apply to any limited partnership wherein fifty percent (50%) or more of the control of Grantee is to be transferred to limited partners or to a general partner which is not Grantee.

4.1.5 Pledge Of Controlling Interests Or Assets.

Prior City Council approval shall not be required for a transfer or pledge in trust, mortgage or hypothecation of Grantee's partnership interests or common stock, as the case may be, or portions of Grantee's Telecommunications System constituting personal property in whole or in part to secure an indebtedness except where such pledge shall involve hypothecation of more than seventy-five percent (75%) of the fair market value of Grantee's Telecommunications System. Prior consent of City Council, expressed by resolution, shall be required for such pledge or transfer in trust of more than seventy-five percent (75%) of the fair market value of Grantee's Telecommunications System and said consent shall not be withheld unreasonably. Any such pledge or transfer in trust does not imply any right of the pledgee to assume any rights hereunder without City Council approval.

4.1.6 Disclosure Of Ownership.

Prior to adoption of the ordinance, Grantee has submitted to the Commissioner of General Services, the Economic Disclosure Statement required by Chapter 26.1 of the Chicago Municipal Code. Grantee, or any assignee permitted hereunder, shall, within thirty (30) days of any such transaction, file an amendment to the foregoing statement of ownership interest with the Commissioner of General Services in the event ownership of ten percent (10%) of the right to control Grantee is acquired during the term of this Agreement by any person or one or more groups of persons acting in concert after the Effective Date.

4.2 Lease Of Lines; Capacity Or Bandwidth.

4.2.1 Right To Lease Capacity Or Bandwidth.

Notwithstanding the provisions of Section 4.1 hereof, Grantee shall have the right, without necessity of approval of the City Council, pursuant to this Agreement to offer services which may include, without limitation, capacity or bandwidth to its customers, subject to the following restrictions and conditions:

- (A) Grantee shall furnish the City's Department of General Services within ten (10) days of execution thereof with copies of any such lease or agreement involving more than twenty percent (20%) of the capacity of Grantee's Telecommunications System which lease or Agreement extends beyond thirty (30) days, either directly or through renewals. Any underlying arrangement between Grantee and a customer to provide such a lease arrangement without a lease or other written agreement shall be subject to this requirement;
- (B) Grantee shall furnish to the City of Chicago, Department of Revenue, such information as may be required at such times by such Department (including customer lists, if so required), as may be required to effect compliance by Grantee and Grantee's customers with the Chicago Transaction Tax Ordinance (Chapter 200.1 of the City Municipal Code), the Chicago Municipal Transmission of Messages by Electricity Tax Ordinance (Chapter 132 of the City Municipal Code) and the Chicago Sales Tax Ordinance, (Chapter 200.6 of the City Municipal Code) and any other ordinances of the City of Chicago which shall be in effect from time to time regulating, taxing or otherwise concerning Grantee's operation of a telecommunications network pursuant to this Agreement. The parties hereto expressly intend and acknowledge that Grantee's fiber optic cables and telecommunication lines will be personal property of the Grantee and not fixtures. Grantee also specifically acknowledges its duty to collect and remit to the City the Chicago Transaction Tax on its lease of telecommunications lines (pursuant to Section 4.2.2), bandwidth or capacity on telecommunications lines located within the City and acknowledges its duty and obligation to comply with the ordinances of the City, including any ordinances that require the payment or collection of another City tax or the obtaining of any City licenses. Breaching the provisions of said subparagraph B shall be a default under this Agreement.

4.2.2 Approval Needed For Lease Of Lines.

Prior approval of the Commissioner of General Services is required if Grantee intends to lease individual fiber optic pairs or "dark fibers" located in whole or in part in the Public

Ways. The Commissioner of General Services shall cause notice to be given to the Chairman of the City Council's Committee on Streets and Alleys of any such request and the intended disposition of the matter.

Section 5. Compensation.

5.1 General Compensation.

Grantee agrees to pay the City as General Compensation during each Compensation Year for the use of the Authorized Areas throughout the duration of this Agreement (although subject to the City's rights of adjustment set forth in Section 2.3 hereof) a sum equal to the greater of the Minimum Annual Fee or the Annual Gross Billings Based Fee. The Minimum Annual Fee for this Grantee during the 1991 Compensation Year (after the construction period waiver provided in Section 5.1.4) is prorated and shall be \$_____. The Minimum Annual Fee for each Compensation Year, beginning in 1992, is \$284,106.24.

5.1.1 Calculation And Payment On A Monthly Basis.

Grantee shall pay to the Commissioner of General Services for delivery to the Department of Revenue for each month during a Compensation Year an amount equal to the greater of:

- (a) one-twelfth (1/12) of the Minimum Annual Fee, calculated on the basis of a twelve month Compensation Year (\$23,676.52 for this Grantee), or
- (b) estimated Annual Gross Billings Based Fee for such month.

The greater of (a) or (b) above shall be referred to as the "Monthly Payment". Grantee shall forward by check or money order an amount equal to the Monthly Payment by the fifteenth day of the calendar month immediately following the month for which such Monthly Payment is due. Any necessary prorations shall be made.

5.1.2 Recalculation At End Of Compensation Year.

At the end of each Compensation Year, Grantee shall recalculate the total General Compensation actually due pursuant to Section 5.1 hereof. Such results shall be audited pursuant to Section 5.5.3 hereof. If additional amounts are due the City by Grantee, said amounts shall be paid by the fifteenth (15th) day of the second month of the Compensation Year following the Compensation Year during which such amounts were originally due. If Grantee has overpaid the City, the excess shall be taken as a credit against future

compensation due the City pursuant to this Agreement. Any necessary prorations shall be made.

5.1.3 Intercity Circuits.

This Agreement contemplates that Grantee might construct circuits from within the City limits of the City extending to points beyond such City limits and providing point-to-point nonswitched Interexchange Telecommunications Services with no intermediate services within the City ("Intercity Circuits"). Should Intercity Circuits be established Grantee agrees to bill its customers separately for Telecommunications Services provided through Intercity Circuits. The proportion of Total Gross Billings derived from the provision of Telecommunications Services through the use of Intercity Circuits, which shall be subject to the Annual Gross Billings Based Fee shall be based on the following allocation:

(Total Gross Billings derived from Intercity Circuit)	X	<u>(Mileage of Intercity Circuit in Chicago)</u> (Total Mileage of Intercity Circuit)
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The foregoing allocation shall be done on a circuit-by-circuit basis.

5.1.4 Construction Period Waiver.

The City agrees that Grantee need only pay General Compensation based on the Annual Gross Billings Based Fee, to the extent of Total Gross Billings from the Effective Date of this Agreement until one year after the Effective Date of this Agreement. This waiver is being offered as an inducement for the Grantee to construct its Telecommunications Network of 15.2 miles in the City.

5.1.5 Not A Tax.

Payment by Grantee to the City of the General Compensation and other fees and compensation set forth in Section 5 in this Agreement are compensation for use of the Public Ways and shall not be considered in the nature of a tax. Such payments shall be separate from and additional to any and all federal, state, local and municipal taxes, as may be due, which are separate and distinct obligations of Grantee.

5.2 Additional Compensation.

As further consideration for the permission and authority granted the Grantee by this Agreement and as Additional Compensation to the City for use of the Public Ways, apart from General Compensation set forth in Section 5.1 hereof, Grantee shall provide the City with the following additional rights, privileges and compensation related to Grantee's Telecommunications System for the official use of the City:

5.2.1. Processing Fee.

In compensation for the approximate actual costs to the City for the efforts of City employees expended in the processing of this Agreement and the ordinance, Grantee agrees to pay a one-time processing fee to the City of Chicago, Department of Revenue in the amount of Two Thousand Three Hundred Dollars (\$2,300.00). Such one-time processing fee shall be due and payable prior to issuance of the permit described in Section 13.1.

5.2.2 City Access To Communication Lines.

- (A) **Fiber Pairs Provided.** The Grantee shall reserve, and shall provide, as additional compensation to the City, four continuous fiber optic strands dedicated for the use by the City ("City Fibers") along any route substantially using the Public Ways where Grantee's Telecommunications System shall be installed from the date of introduction of the ordinance in the City Council approving the execution of this Agreement. The technical parameters for the City fibers shall be consistent with standards of the remainder of Grantee's network.
- (B) **Termination Points.** To the extent that the route of Grantee's communication lines passes on the Public Ways which are located directly adjacent to, above, or below parcels or properties containing buildings in which municipal offices or other municipal facilities are located, Grantee shall provide, as additional compensation herein, a single termination point for the City Fibers in up to five such buildings. Grantee shall terminate the City Fibers with "pigtailed" and connectors within the selected building at or near the building entrance point. The Commissioner of General Services shall designate, in timely fashion, the buildings to be so served and shall arrange for access for Grantee.
- (C) **Maintenance.** Grantee shall maintain the City Fibers in their original condition, ordinary wear and tear excepted. The City shall be solely responsible for the transmission of signals over the City Fibers and for out of service disruptions caused by "pigtail" or patch cord connections or transmitting equipment and for maintenance expenses related thereto. If

the City Fibers are damaged by casualty, Grantee shall use its best efforts to promptly repair or replace them within twenty-four hours of such damage.

- (D) **City Use Only.** It is intended that the City shall use such facilities solely for its own internal purposes and the City shall not have the right to dedicate, assign or lease such pairs, or portions thereof, to any third party during the term of Grantee's privilege hereunder (including any renewals) without written permission of Grantee.
- (E) **Abandonment and First Refusal Rights.** In the event that the City determines any or all of the City Fibers are no longer necessary for the City's use, it shall notify Grantee of its intent to abandon the use of such facilities, or portions thereof, and they shall be disconnected from any City communications network and returned to Grantee at Grantee's expense. In the event of Grantee's sale of its Telecommunications System, the City shall have the right of first refusal to purchase the City Fibers. The City shall also have the right to purchase the City Fibers at any time at a price in accordance with its most favored vendee status provided in Section 5.2.4 hereof.

5.2.3 Municipal Service Conduit And City's Use of Grantee's Facilities.

- (A) **City's Option to Co-Locate.** No less than thirty (30) days nor more than sixty (60) days prior to making any application to initially construct and install underground conduit and telecommunication facilities pursuant to Section 7 hereof, Grantee shall give written notice to the Commissioner of General Services of the general description, general location, and purpose of such construction and installation. The City shall have the right, exercisable at any time in writing by the Commissioner of General Services within twenty (20) days after receipt of the foregoing notice to have conduit, fiber optic and/or other communications cable, fixtures and appurtenances thereto necessary for a City communications system co-located and constructed by Grantee within and/or attached to Grantee's facilities being so initially constructed or installed. Should the twenty (20) days option period pass without Grantee's receipt of such notice, Grantee may make the appropriate applications and commence construction of its facilities with no further obligation under this paragraph (A) regarding such facilities.
- (B) **Cost of Co-Location.** The actual additional or marginal cost of materials and labor expended by Grantee over and above that amount which Grantee would have expended solely for its own purposes shall be paid by the City. This payment may, at the option of the Commissioner of General Services, be credited against General Compensation payable by Grantee to the City pursuant to Section 5.1 hereof; provided that the maximum amount of such credit at any one time outstanding may not exceed the aggregate amounts due the City as general compensation pursuant to Section 5.1 hereof for the preceding three months.

- (C) Internal City Use Only. It is intended that the City shall use any facilities co-located and constructed by Grantee pursuant hereto solely for its internal purposes and the City shall not have the right during the term of Grantee's privilege hereunder (including any renewals) to sell, transfer, dedicate, assign or lease such facilities, or portions thereof, to any third party without written permission of Grantee.
- (D) Additional Duty of Cooperation. In addition to the other provisions of this Section 5.2.3, throughout the term of this Agreement Grantee shall provide such cooperation as the City shall reasonably request in regard to the City's location, construction, installation, maintenance and extension of a City internal communications system so long as such cooperation shall not interfere with Grantee's operations and shall not result in any material expense to Grantee.

5.2.4 Most Favored Vendee Status.

During the term of this Agreement, the Grantee shall always treat the City as a "most favored vendee". In the event that the City shall desire to contract for the purchase, lease or other use of any telecommunications services, facilities or equipment provided by Grantee, or any affiliate of Grantee, Grantee shall, subject to applicable law, offer the City contract terms and conditions no less favorable (including but not limited to, rate of compensation warranties and payment) than the most advantageous terms and conditions offered any of Grantee's customers on similar or identical transactions.

5.3 Subsequent Action Affecting Compensation.

If during the term of this Agreement any court, agency or other authority of competent jurisdiction takes any action or makes any declaration that adversely affects the amount or type of compensation set forth in Section 5 hereof, the City and Grantee shall enter into negotiations to amend this Agreement to make the City whole in a manner consistent with said action or declaration by restoring the City to a position equivalent to that which it held prior to said action or declaration.

5.4 Other Fees.

In addition to and unrelated to the payments of compensation set forth in Section 5, Grantee shall pay all fees necessary to obtain federal, state, local and City licenses, permits and authorizations required for construction, installation, maintenance or operation of its Telecommunications System; provided, however, that no special fee shall be imposed on Grantee by the City for any such license, permit or authorization other than standard fees of general application required by City ordinance or the City Municipal Code, including but not limited to inspection fees required in connection with obtaining electrical wiring

permits from the Building Department. Grantee shall also pay such additional fees for the use of City-owned conduits as may be required by the Chicago Municipal Code.

5.5 Financial Audit.

5.5.1 Records.

(A) Grantee shall maintain books and records of its operations within the City to show Total Gross Billings, on a monthly basis and by service category, consistent with generally accepted accounting principles.

5.5.2 Annual Audit.

Annually, no later than March 30th of every Compensation Year during which this Agreement remains in force, Grantee shall supply to the Commissioner of General Services a copy of said financial statements and a certificate from an independent certified public accountant attesting to an audit showing that the amounts of compensation paid under this Section 5.1 for the prior Compensation Year were in compliance with the provisions of Section 5.1 as to General Compensation. The City acknowledges that the financial statements so provided by Grantee are proprietary in nature and shall be held as confidential, subject to the provisions of Section 4.3 hereof.

5.5.3 City Right Of Audit.

The City reserves the right, upon ten (10) days written notice to audit and review the records serving as the basis for such audit, which records shall also be regarded as proprietary and confidential subject to the provisions of Section 4.3 hereof. In the event the independent audit ordered by the City properly determines that Grantee's General Compensation paid to the City was underpaid in the prior Compensation Year by more than 5%, Grantee shall bear the cost of the City's audit.

Section 6. Insurance And Indemnification.

6.1 Insurance And Bond.

On or prior to any commencement of construction of Grantee's Telecommunications System and in no event later than thirty (30) days following the effective date of this Agreement and at all times during the term thereof, and thereafter during such time as may be required to remove Grantee's Telecommunications System and restore the

Authorized Area pursuant to Section 10.5 hereof, Grantee shall obtain, pay all premiums for, and file with the City Comptroller's Office of Risk Management written evidence of the following coverages and bond:

- (A) **Worker's Compensation and Occupational Disease Insurance.** Grantee shall obtain Worker's Compensation and Occupational Disease Insurance in statutory amounts under Illinois law, covering all employees of the Grantee and any Contractor. Employer's liability coverage with limits of not less than \$500,000 each accident or illness shall be included.
- (B) **Commercial Liability Insurance.** Grantee shall obtain Commercial Liability or Comprehensive General Liability (Broadform) Insurance with limits of not less than \$5,000,000 per occurrence, combined single limit, for bodily injury and/or property damage liability. Products/completed operation, independent contractors and contractual liability coverages are to be included. The City is to be named as an additional insured. Any self-insured retention provision must be approved in advance by the City Comptroller's Office of Risk Management.
- (C) **Railroad Protective Liability Insurance.** When any work is to be done adjacent to or on transit property, Grantee shall provide, with respect to the operations Grantee or any Contractor performs, Railroad Protective Liability Insurance (AAR-AASHTO form) in the name of the transit entity. The policy shall have limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. A \$6,000,000 annual aggregate may apply.
- (D) **Automobile Liability Insurance.** When any motor vehicles are used in connection with the work to be performed, Grantee shall maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury and property damage. The City is to be named as an additional insured.
- (E) **Surety Bond.** Grantee shall obtain a bond running to the City, which may be annually renewable or multi-year, running to the City with good and sufficient corporate surety, approved by the City Comptroller and the City's Corporation Counsel with a minimum amount of Three Hundred Thousand Dollars (\$300,000).

Said bond shall be conditioned upon the faithful performance and discharge of the obligations imposed in this Agreement on the Grantee and shall insure the cost of removal, relocation or abandonment of Grantee's Telecommunications System at any time the City determines the need for removal. The City's right to recover under the bond shall be in addition to any other rights it may have pursuant to this Agreement or under law. Any proceeds recovered under the bond may be used to reimburse the City for loss of payment of General Compensation by Grantee or for failure of provision of

Additional Compensation, including principal and overdue interest, if any, and liquidated damages, if any, in case of default and other valuable consideration given pursuant to this Agreement, and to pay or reimburse the City for such additional expenses as may accrue or be incurred by the City as a result of Grantee's failure to comply with this Agreement including, but not limited to, attorneys fees and the cost of any action or proceeding or judgment against the City, the cost of removal, relocation or abandonment of Grantee's facilities, and the cost of any auditing costs and fees. For the City to recover from the surety or from the Grantee under this section for removal, relocation, alteration, repair, maintenance or restoration of Grantee's structures, it is not necessary that the City first perform such work. The Commissioner of Public Works is hereby authorized to determine the cost of performing said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The bond shall provide and Grantee agrees that, upon receiving written notification from the Commissioner of Public Works of the reasonable cost of said removal and restoration, the Grantee and the surety shall pay immediately said amount upon demand or other related costs occasioned by any such default.

6.2 Qualified Companies.

The bond and all insurance policies called for in this Agreement shall be issued by companies authorized to do business in Illinois and satisfactory to the City Comptroller. The bond shall be in form and substance satisfactory to the Corporation Counsel and the City Comptroller's Office of Risk Management and all insurance policies shall be satisfactory to the City Comptroller's Office of Risk Management. Each such insurance policy and the bond shall contain a covenant or endorsement of the surety or the insurer, as the case may be, to provide sixty (60) days written notice by registered mail of such insurer or surety's intention to cancel, substantially change, or not to renew such bond or policy to both the City Comptroller's Office of Risk Management and the Grantee. A Grantee shall, in the event of any such notice, obtain, pay premiums for, and file with the City Comptroller written evidence of the issuance of replacement bond or policies within sixty (60) days following receipt by the City or the Grantee of any such notice. Failure to carry or keep such insurance and bond in force throughout the period set forth in Section 6.1 shall constitute a material breach of this Agreement. The City reserves the right to stop any work related to Grantee's Telecommunications System until proper evidence of insurance and bond is furnished.

6.3 Right To Require Replacement Of Bond Or Insurance.

If the financial conditions of any bonding or insurance company issuing a performance bond or insurance policy pursuant to Section 6 materially and adversely changes the City may, at any time, require that any such bond or insurance policy be replaced with such

other bond or other insurance policy consistent with the requirements set forth in this section.

6.4 Alteration.

Grantee shall not materially change or alter the terms or conditions of the bond or insurance policies referred to herein or replace or cancel said bond or insurance policies except upon sixty (60) days prior written notice to the City Comptroller.

6.5 City Comptroller's Right To Increase Minimum Amount.

In the event of changed circumstances that would render the amounts of the insurance policies set forth in Section 6 hereof inadequate, the City Comptroller reserves the right to reasonably increase the minimum amounts of such insurance policies upon sixty (60) days prior written notice to Grantee in order to ensure adequate protection to the City. Within sixty (60) days after such notice, Grantee shall increase the amounts of such insurance policies, as applicable, to an amount equal to or greater than the increased minimum amounts.

6.6 No Excuse From Performance.

None of the provisions contained herein nor the bond or any of the insurance policies required herein shall be construed to excuse the faithful performance by Grantee of the terms and conditions of this Agreement or limit the liability of Grantee under this Agreement for any and all damages in excess of the amounts of such performance bond or insurance policies.

6.7 Insurance For Contractors And Subcontractors.

Grantee shall provide coverage for any Contractor by either obtaining the necessary endorsements to its insurance policies or requiring such contractor or subcontractor to obtain appropriate insurance coverage consistent with Sections 6.1(A) through 6.1(E) of this Agreement and appropriate to the extent of its involvement in the construction, installation, maintenance or operation of Grantee's Telecommunications System and shall provide evidence of the foregoing as required in Section 6.1.

6.8 Indemnity.

Grantee shall be solely responsible for the support, safety and protection of its Telecommunications System and the Authorized Routes being used by Grantee and for the safety and protection of all persons and all property coming into contact with Grantee's facilities or their operations. Grantee shall, at its sole cost and expense, indemnify, defend, keep and save harmless the City, its officials, boards, commissions, consultants, agents and employees (collectively the "Indemnified Parties") against any and all suits, causes of action, proceedings and judgments for claims, damages (whether such claims and damages are for personal injury, property damage or loss or interruption of utility service) suits, liabilities, judgments, cost and expenses (collectively referred as a "Loss") arising out of the grant of rights pursuant to this Agreement and Grantee's installation, construction and maintenance and operation of its Telecommunications System, or which in any way may result therefrom, whether or not it shall be alleged or determined that a Loss was caused through negligence or omission of Grantee or any of its employees, Affiliates or Contractors. The term "Loss" specifically shall be deemed to include, but not be limited to, any liability for the payment of Workmen's Compensation under Illinois law which the City is required to make and Grantee specifically covenants to reimburse the City for any such payments made by the City. Grantee shall, at its own expense, appear, defend and pay all attorneys fees and all other costs and expenses arising therefrom or incurred in connection therewith. Grantee expressly understands and agrees that the bond or insurance required by this Agreement shall in no way limit the responsibility of Grantee to indemnify, keep and save harmless and defend the Indemnified Parties pursuant to this section. Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses of the City, such as attorney fees, and shall also include the reasonable value of any services rendered by the Corporation Counsel or his assistants or any consultants, employees or agents of the City.

Section 7. Construction And Installation Of Grantee's Telecommunications Systems.

7.1 Approval Of Specific Location.

No later than three (3) months after the Effective Date of this Agreement, Grantee shall place on file for approval with the Commissioner of Public Works prints, maps and plans showing the exact proposed location of each telecommunication facility to be installed on the Authorized Routes comprising part of Grantee's Telecommunications System (or if a component system, of the portion of Grantee's Telecommunications System set forth in Exhibit 1 as Phase I) and the location of each conduit to be entered and the number of manholes or other openings to gain access to said conduit and a proposed construction schedule by utility quarter. Deviation from previously approved prints, maps, plans and construction schedules must also be submitted in a timely manner by Grantee for approval to the Commissioner of Public Works. Similar information shall be filed with the Commissioner of Public Works for approval prior to the issuance of a permit for the proposed installation or construction date of any extension, reduction or removal of any portion of Grantee's Telecommunications System along the Authorized Routes (or, if a

component system, prior to the installation or construction of the applicable phase along the Authorized Routes). No telecommunications facility of Grantee may be constructed or installed on any portion of the Authorized Routes without approval of the Commissioner of Public Works and the issuance of a permit therefor, which permit shall indicate the time, manner and place of laying or installing each such facility. Similarly, approval by the Commissioner of Public Works is required prior to any extension, reduction or removal of Grantee's Telecommunications System along an Authorized Route. Compliance with this Section 7.1 does not constitute compliance with the requirements of Section 5.2.3. Approval by the Commissioner of Public Works of the construction and installation of any portion of Grantee's Telecommunications System shall not be deemed a waiver of any other applicable requirements of federal or Illinois law or the Chicago Municipal Code and Grantee shall also comply with any such other requirements, including but not limited to federal Occupational Safety and Health Administration industrial standards. The Commissioner of Public Works may set reasonable standards to prevent any portion of the Public Ways from being overburdened. (Grantee is aware that, under certain circumstances, approvals related to Grantee's use of the Authorized Routes are required from other City departments, such as Streets and Sanitation and the Building Department and Grantee is responsible for obtaining such approvals in a timely fashion as required.)

7.2 Construction Requirements And Standards.

7.2.1 In General.

Grantee shall construct, install, maintain and operate its Telecommunications System in a safe, orderly and workmanlike manner utilizing only materials of good, durable quality with due respect for engineering considerations and in accordance with applicable federal, state and local laws and regulations. Grantee shall at all times install its telecommunications facilities in accordance with the standards set by the City's Department of Public Works and the Building Department.

7.2.2 Compliance Standards.

Grantee shall at all times comply with the following:

- (A) UL Code (latest edition).
- (B) Applicable provisions of the Municipal Code of Chicago.
- (C) Written standards of the Department of Public Works or the Building Department applicable to Grantee's construction, installation, operation and maintenance of its Telecommunication System.

7.2.3 Construction And Installation Procedures.

Grantee shall submit to the Department of Public Works documents which set forth the specifications, standards and procedures for construction and installation of its Telecommunications System. Said specifications, standards and procedures shall be consistent with the highest standards of the telecommunications industry and shall, at a minimum, establish procedures to ensure quality work and provide for the safety and protection of residents and property. Said documents shall be submitted to the Commissioner of Public Works for approval prior to commencement of construction of Grantee's Telecommunications System.

7.2.4 "As Built" Drawings.

Grantee shall submit to the Commissioner of Public Works "as built" drawings of the portions of Grantee's Telecommunications System located along the Public Ways of a size and material satisfactory to the Commissioner of Public Works within sixty (60) days after completion of construction of such portions. Such drawings shall be updated by Grantee whenever material changes are made to Grantee's Telecommunications System which impact the Public Ways within sixty (60) days of such material change. Said drawings, set forth by utility quarter sections, shall at a minimum include cable routings and the location of amplifiers, power supplies and system monitor test points. The City acknowledges that, subject to the provisions of Section 4.3 hereof, said drawings are proprietary in nature and shall be held as confidential as to third parties.

7.2.5. Emergency Or Disaster.

In case of emergency or disaster, Grantee shall, upon request of the City, make available its facilities to the City, without cost, for emergency use.

7.2.6 Use Of Existing Conduits.

Grantees shall use existing conduits and other facilities whenever economically feasible and shall not construct or install any new, different or additional conduits or other facilities in the City without approval of the City and any other applicable governmental agency or on private property, of the property owner.

7.2.7 Adjoining Property Owners.

All of Grantee's Telecommunications System shall be so installed and located so as to cause minimum interference with the rights and appearance and reasonable convenience

of adjoining property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public. Suitable barricades, flags, lights or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any fixtures placed in any Public Ways by Grantee shall not interfere with the usual and just customary uses of or any specifically permitted or licensed use of the Public Ways.

7.2.8 Adjustment Of Utility Facilities.

In the event that the location of Grantee's Telecommunications System will require an adjustment of the location of existing public or private utility facilities, Grantee must obtain written consent of the owner of such utility including, where applicable, all relevant City departments to such adjustment and make such arrangements for the payment or reimbursement of the cost of such adjustment as are satisfactory to the owner of such utility including, where applicable, all relevant City departments. No permit for construction pursuant to Section 7.1 will be issued until the Commissioner of Public Works is satisfied that the requirements of this paragraph 7.2.8 have been satisfied. In no case shall Grantee be entitled to perform such adjustment or disturb such utility facilities without the written consent of the owner of such utility.

7.2.9 Electrical Permit.

All installation work for Grantee's Telecommunications System shall be performed by electrical contractors licensed pursuant to Chapter 86 of the Chicago Municipal Code.

7.3 Restoration.

In the event of disturbance of the Public Ways or private property by Grantee, Grantee shall, at its own expense and in a manner approved by the City or other appropriate governmental authority and the owner, rebuild, restore and repair such Public Ways or private property in as good a condition as before the work causing such disturbance was done. In the event Grantee fails to perform such rebuilding, replacement or restoration, the City or the owner shall have the right to do so at the sole expense of Grantee.

Section 8. Inspection And Physical Audit.

8.1 Inspection.

The City reserves the right to make, at any time after the Effective Date of this Agreement and throughout the duration of this Agreement, physical on-site inspections of Grantee's Telecommunications System, including Grantee's telecommunications terminals, at the City's discretion. Grantee will accommodate the City's monitoring needs by providing the Department of Public Works a map and specifications which Grantee shall update quarterly and submit to the City at the time of Grantee's March, June, September and December payments. Said map will identify the locations of all terminals and junction boxes, and the lineal footage of each portion of Grantee's Telecommunications System located in the Public Ways. Grantee will also submit a quarterly, cumulative summary of the total number of cables installed to date, their installed lengths and the total number of fiber pairs included therein. The City acknowledges that, subject to the provisions of Section 4.3 hereof, said summaries provided by Grantee are proprietary in nature and shall be held as confidential as to third parties.

8.2 Physical Audit.

8.2.1 Audit By Engineer.

Grantee shall employ an independent engineer or firm of engineers reasonably selected by Grantee and approved by the City (the "Engineer") to perform an annual physical audit of Grantee's Telecommunications System at the end of each Compensation Year. The Engineer shall conduct such audit to review all of the factors described in Section 8.1 and shall also report as to the accuracy of the information contained in the quarterly summaries submitted by Grantee as described above. Such audit report shall be certified by the Engineer and a copy of such certified audit report shall be submitted to each of the Departments of General Services and Public Works no later than June 30th of the Compensation Year immediately succeeding the Compensation Year for which the audit was conducted beginning in 1991.

8.2.2 Discrepancies.

If the Engineer determines in any annual audit that a documented material discrepancy existed as of the date of such audit between its findings and the summaries and other materials submitted to the City on a quarterly basis as aforesaid, Grantee shall pay within ten (10) days of release of said audit the sum of any underpayment which has resulted from the discrepancy (plus interest as specified in Section 11).

8.2.3. Challenges To Physical Audit:

In the event that Grantee shall challenge the findings of the Engineer's annual physical audit or the Commissioner of Public Works has reason to believe at any time that there is a material discrepancy between information submitted by Grantee pursuant to this Section 8 and the size, location or nature of Grantee's Telecommunications System or the Commissioner of Public Works reasonably believes there is a material discrepancy between the certified results of the Engineer's physical audit and the size, location or nature of Grantee's installed Telecommunications System, then the City may hire a second engineering firm, this time of the City's choice, to perform an unannounced physical audit of Grantee's Telecommunications System (the "Reviewing Engineer"). Grantee shall cooperate with such an audit. Grantee shall pay the reasonable costs and fees of up to two (2) physical audits by a Reviewing Engineer to be performed during any Compensation Year. If the Reviewing Engineer determines in said audit that a documented material discrepancy existed as of the date of any audit between the results of such physical audit and the information contained in the specifications and summaries that Grantee has placed on file with the City, Grantee shall be given written notice of said discrepancy and be given ten days to file a written response explaining or contesting the discrepancy. If thereafter the Commissioner of Public Works reasonably determines the existence of said discrepancy after follow-up inspection by Reviewing Engineer, Grantee shall owe the City the sum of any underpayment which has resulted from the discrepancy (plus interest as specified in Section 11), and pay the City Comptroller for the costs and fees of the audit by the Reviewing Engineer (if paid for or due to be paid by the City) as well as any required follow-up by Reviewing Engineer within thirty (30) days of Grantee's receipt of the decision of the Commissioner of Public Works.

8.3 Trespassing Facilities.

Any portion of Grantee's Telecommunications System in the Public Ways but not along the Authorized Routes is known as a "Trespassing Facility". Upon discovery of a Trespassing Facility by the City, the Commissioner of Public Works shall have the following options:

- (A) Order the immediate removal of the Trespassing Facilities from the Public Ways.
- (B) Seek to obtain liquidated damages to the extent provided pursuant to Section 11 hereof.
- (C) Seek other remedies available to the City under the Chicago Municipal Code, this ordinance or under Illinois law;

provided that the Commissioner of Public Works shall waive for a period of thirty (30) days any such penalty in the event he determines that (i) the trespass was inadvertent and (ii)

Grantee is making a good faith effort to remove or relocate the Trespassing Facility promptly, so as to correct any violation of this Agreement. Said waiver may be extended beyond the thirty (30) day correction period by the Commissioner of Public Works for circumstances beyond the reasonable control of Grantee, but only upon prior approval by the Commissioner of Public Works of Grantee's timetable specifying the anticipated date the Trespassing Facility will be removed or relocated so as not to violate this ordinance.

Section 9. Chicago Freight Tunnels.

9.1 In General.

It is acknowledged that the Chicago Freight Tunnels are a unique environment for the use of telecommunications facilities and space therein may in the future become a scarce resource. In order to preserve the availability of the Chicago Freight Tunnels for future grantees and permittees, the Grantee may be required to restrict the size of the conduit or facilities the Grantee constructs or installs therein. Such restrictions shall be set forth by the Commissioner of Public Works in published standards. The City reserves the right to impose additional fees specifically for the use of the Chicago Freight Tunnels not otherwise described in this Agreement, so long as such fees are nondiscriminatory and reasonable. Subject to reasonable restrictions and availability of space as may be established by the City's Department of Public Works, Grantee shall be entitled to use the Chicago Freight Tunnels within the Authorized Routes for its Telecommunications System on the same basis as other grantees and permittees authorized to use the Chicago Freight Tunnels.

9.2 Tunnel Agreement Required.

Grantee shall enter into such agreements as may be required regarding the sharing in maintenance, inspection, insurance and other related expenses of improving and maintaining any part of the Chicago Freight Tunnels encompassing one of the Authorized Routes. Any such agreements shall be subject to approval by the Commissioner of Public Works. Any disputes as to such agreements shall be resolved by the Commissioner of Public Works whose decision shall be final.

9.3 No City Obligation.

The City will not be obligated to pay any amounts to Grantee for any cost of preparation or making improvements to the Authorized Routes within the Chicago Freight Tunnels and Grantee expressly waives any right to any such contributions. Any use of the Chicago Freight Tunnels shall be solely at Grantee's risk and the City shall not be liable in any way therefore.

9.4 Maintenance.

Grantee further agrees to maintain in conjunction with other uses those portions of the Chicago Tunnel System through which Grantee's system is placed or operates, or which is affected directly or indirectly by such operations, if any, free of hazards to the City and Grantee's personnel and will keep said tunnels passable for purposes of inspection by City personnel.

The privilege granted herein shall be maintained and used in accordance with this Agreement, any tunnel agreement to which Grantee is a party and any restrictions on the use of the Chicago Freight Tunnels established by the Commissioner of Public Works.

Section 10. Revocation Or Termination Of Privileges.

10.1 Basis For Revocation.

Subject to the provisions of Sections 10.2 and 10.3 of this Agreement, the permission and authority granted by the City to Grantee to use the Authorized Routes for its Telecommunications System pursuant to the ordinance may be revoked by the City Council (upon referral from the Mayor or on its own motion) whenever any of the following occur:

- (A) Grantee fails to comply with the conditions of occupancy of the Public Ways set forth herein or in the Municipal Code of Chicago;
- (B) Grantee substantially violates other material terms of this Agreement;
- (C) Grantee practices fraud and deceit upon the City or its customers, including the intentional or reckless installation of Trespassing Facilities;
- (D) Grantee fails to provide or pay any material portion of the General Compensation or Additional Compensation owed the City pursuant to this Agreement when due;
- (E) Grantee fails to furnish an audit when due or fails to cooperate with the reasonable requests by City officials for information or for inspection;
- (F) Grantee becomes insolvent, or unable or unwilling to pay its uncontested debts, or is adjudged bankrupt or seeks relief under the bankruptcy laws.

10.2 Corrective Period.

In the event that the Commissioner of General Services believes that grounds for revocation exist or have existed, the Commissioner of General Services shall notify the Grantee in writing, setting forth the nature and facts of such noncompliance. If, within thirty (30) days following such written notification, the Grantee has not furnished reasonably satisfactory evidence that corrective action has been taken or is being actively and expeditiously pursued, or that the alleged violations did not occur, or that the alleged violations were beyond Grantee's control pursuant to Section 11.5 hereof, the Commissioner of General Services shall thereupon refer the matter to City Council. Upon good cause, the thirty (30) day correction period shall be extended for such reasonable time as the Commissioner of General Services shall determine. Such good cause must be detailed in writing to the Commissioner of General Services within five days prior to the lapse of the thirty (30) day correction period.

10.3 Prior Notice And Hearing.

The City Council shall not repeal the ordinance until it has given notice to the Grantee that it proposes to take such action and the grounds therefor. Further, the City Council shall not repeal the ordinance and the rights granted herein until the Grantee has had a reasonable opportunity to be heard before the City Council.

10.4 Early Termination By Grantee.

Grantee may request early termination of its privilege to use the Public Ways granted pursuant to this Agreement ("Early Termination"). In order for Grantee to be released pursuant to Early Termination from its obligation to pay General Compensation pursuant to Section 5.1 hereof, Grantee must satisfy the following prior conditions:

- (1) Grantee must provide to the Commissioner of the Department of General Services written notice of its request to exercise Early Termination and must propose a date, which can be no earlier than six (6) months after the date of said written notice (the "Proposed Early Termination Date") on which such obligation to pay General Compensation shall cease;
- (2) Grantee shall be obligated to continue to pay, and shall pay General Compensation as required by Section 5.1 hereof for the period up to the Proposed Early Termination Date;
- (3) Grantee shall have fully complied with Section 10.5 hereof; and

- (4) Arrangements satisfactory to the City shall have been made for the disposition or transfer of City Fibers described in Section 5.2 hereof so as not to cause disruption of the City's internal communications network.

In the event that Grantee satisfies all of the foregoing conditions, Grantee shall be entitled to cease paying General Compensation on and after the Proposed Early Termination Date. Notwithstanding the foregoing, the obligations of Grantee as to a performance bond shall extend until satisfaction of Section 10.5.1 by Grantee and the obligations of Grantee with respect to indemnification of the City set forth in Section 6.2 shall survive any such release.

10.5 Removal Or Abandonment Of Grantee's Telecommunications System.

10.5.1 Removal By Grantee.

Upon revocation or termination of the privilege herein granted, subject to the provisions of Section 10.4(4) regarding transfer or disposition of the City Pairs, the Grantee, without cost or expense to the City of Chicago, shall promptly remove or abandon in place, at the option of the City, its Telecommunications System and restore the Public Ways where disturbed by removal of said structures or appliances to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with this Agreement and the Chicago Municipal Code. In all cases, such facilities which are not removed within one (1) year of such date of termination or revocation shall become the property of the City. In determining whether and the extent to which such facilities shall be so removed or abandoned, the Commissioner of General Services shall take into account the best interests of the City and shall consider all other relevant factors.

10.5.2 Removal By The City.

In the event of the failure or refusal of the Grantee to remove facilities or restore the Public Ways where facilities are removed, as required by Section 10.5.1, the City may remove or cause the removal of Grantee's Telecommunications System provided, however, that the City shall be reimbursed for the total costs of such removal to the extent that such costs exceed the amount of the performance bond set forth in Section 6 of this Agreement.

Section 11. Sanctions.

11.1 Material Underpayment Or Nonpayment.

In the event the independent audit provided for in Section 5.5 determines that Grantee made underpayments in any month which exceeded ten percent (10%) of the amount due in said month, or in the event Grantee fails to make any payment on the date due, Grantee shall pay, in addition to the amount due the City, interest thereon compounded daily at the rate of one hundred and fifty percent (150%) of the corporate base rate as computed daily by the First National Bank of Chicago. Interest on the entire sum originally due shall accrue from the date on which the original payment should have been made.

11.2 Liquidated Damages.

The parties agree that the events set forth below will result in damages that will be impracticable or difficult to ascertain. Subject to the provisions of Sections 11.4 and 11.5, Grantee therefore agrees to pay the City the sum of Six Thousand Dollars (\$6,000) a day until the violation is corrected, which shall not be considered in the nature of a penalty. Such events are as follows:

- (A) Installation of "Trespassing Facilities" as defined in Section 8.3 of this Agreement.
- (B) Material non-conformance of Grantee's Telecommunications System or any portion thereof with the standards of general applicability of the City set forth in the Chicago Municipal Code or furnished in writing by the Department of Public Works and the Department of Inspectional Services.
- (C) Failure to remove or relocate facilities within the permitted time frame (and granted extensions) after a notice from the Commissioner of Public Works to remove or relocate such facilities pursuant to Section 3.3.

11.3 Notice Of Violation.

If the Commissioner of General Services has reason to believe that Grantee is in violation of this Agreement the Commissioner shall notify Grantee in writing of the violation setting forth the nature of such violation. Within thirty (30) days of its receipt of such notice, Grantee shall respond in writing to the Commissioner of General Services contesting the Commissioner of General Services' notice of violation with supporting documentation that such violation did not occur or was beyond Grantee's control and requesting an opportunity to be heard or shall remedy the violation within such thirty (30) day period; provided, however, that the Commissioner of General Services may determine

that the violation is of such a serious nature that a lesser period for remedying the violation is warranted. If Grantee cannot reasonably remedy the violation within the time period specified and so informs the Commissioner of General Services, the Commissioner of General Services may extend the time permitted for remedying the violation provided Grantee informs the Commissioner of General Services on a regular basis of the steps being taken to remedy the violation.

11.4 Notice Of Assessment.

If within thirty (30) days of its receipt of notice of the violation pursuant to Section 11.3 of this Agreement, Grantee fails to submit a written response contesting the Commissioner of General Services' notice of violation or, if after requesting an opportunity to be heard, Grantee fails to prove in said hearing that such violation did not occur or was beyond its control or if Grantee fails to remedy the violation within any cure period under this Agreement or any extensions thereto, the Commissioner of General Services, after considering all relevant factors, may impose upon Grantee, liquidated damages or other monetary sanctions from the date of notice of violation in accordance with Sections 11.1 and 11.2 of this Agreement and shall provide Grantee with prior written notice of such assessment. Such notice of assessment shall state the amount to be assessed and provide a date of at least fifteen (15) days after receipt of such notice upon which payment for the violation is due.

11.5 Act Or Omission Beyond Grantee's Control.

Grantee shall not be subject to the imposition of liquidated damages and other monetary sanctions referred to herein for any act or omission if such act or omission was beyond Grantee's control, including but not limited to, events described in Section 15.6 hereof. An act or omission shall not be deemed to be beyond Grantee's control solely because it was committed, omitted or caused by an Affiliate involved in constructing, installing, maintaining or operating Grantee's Telecommunications System within the City of Chicago. The inability of Grantee to obtain financing and the misfeasance or malfeasance of its officers, directors, employees or agents shall not be deemed an act or omission beyond Grantee's control.

11.6 Other Rights Of City.

The right of the Commissioner of General Services to impose upon Grantee liquidated damages and other monetary sanctions pursuant to Sections 11.1 and 11.2 hereof shall be in addition to any other rights or remedies the City has under this Agreement, the Chicago Municipal Code or other applicable laws including the right of revocation pursuant to Section 10 of this Agreement.

11.7 No Waiver Of Rights.

The decision by the Commissioner of General Services to forego the imposition upon Grantee of liquidated damages or other monetary sanctions in a particular instance shall in no way act to waive the City's rights under this section for subsequent violations of this Agreement.

Section 12. Most Favored Nations.

The City Council may authorize another Telecommunications Carrier to construct, install, operate and maintain a Telecommunications System in the Public Ways of the City in order to offer Telecommunications Services for profit to more than a single customer pursuant to an ordinance or agreement authorized by ordinance, including any modifications of an existing ordinance or agreement, containing compensation terms which would, if applicable to Grantee's situation and if applied to Grantee, result in Grantee paying less total annual compensation than the compensation to be paid by Grantee pursuant to Section 5 of this Agreement (said ordinance and/or agreement shall be referred to collectively as an "Alternative Agreement"). In such event, Grantee shall have the option, exercisable in writing within ninety (90) days after adoption of the Alternative Agreement, to replace the compensation terms stated in Section 5 of this Agreement with the compensation terms set forth in the Alternative Agreement which are applicable to Grantee's situation. Grantee shall notify the Commissioner of General Services in writing of Grantee's election to accept such substitute compensation terms pursuant to an agreement amending or replacing this Agreement (the "Amending Agreement"). Notwithstanding anything to the contrary, Grantee's option to elect to substitute compensation pursuant to this Section 12 shall not provide any retroactive credit for compensation already paid to the City pursuant hereto and shall be conditioned on the acceptance by Grantee in the Amending Agreement of such other standard provisions of the Alternative Agreement as the Commissioner of General Services shall reasonably require in the interest of fairness and uniformity.

Section 13. Conditions Precedent.

13.1 Permit.

The permission and authority herein granted shall not be exercised until (i) proof of insurance as required in Section 6 hereof is submitted to and approved by the City Comptroller's Office of Risk Management, (ii) the surety bond required by Section 6 is submitted to and approved by the City Comptroller's Office of Risk Management and the City's Corporation Counsel, (iii) payment of the fee referred to in Section 5.2.1 has been made to the City and (iv) a permit authorizing use of the Authorized Routes pursuant to the length of term specified in Section 2 has been issued to Grantee by the Commissioner of General Services.

13.2 Filing Of Agreement.

Prior to issuance of the permit provided in Section 13.1, the Grantee shall execute this Agreement and a copy thereof shall be filed with the City Clerk.

Section 14. Confidentiality.

14.1 Confidentiality.

Subject to the provisions of Mayoral Executive Order 89-1 and the Illinois Freedom of Information Act, Ill. Rev. Stat. Ch. 116, para. 201 et. seq. (1989), any customer lists or leases "as built" drawings or other similar information properly designated by Grantee to be "Confidential" provided to the City or its constituent departments shall be regarded as proprietary and confidential as to third parties. The foregoing shall not apply to any information which the City can reasonably demonstrate is in the public domain through no breach of this Agreement by the City. In the event that a third party (not under the control of either Grantee or the City), shall request disclosure of any such confidential information from the City in accordance with Mayoral Executive Order 89-1 and the Illinois Freedom of Information Act, the City shall confer with Grantee as to whether Grantee authorizes release of such information. In the event that Grantee wishes to continue to preserve the confidential nature of such information, and the City has no reason to believe that such information is not protected from disclosure pursuant to the Illinois Freedom of Information Act and Mayoral Executive Order 89-1, then the City shall not release such confidential information in the absence of a court order; provided that Grantee shall indemnify, defend and hold harmless the Indemnified Parties against all claims, damages (including court costs and reasonable attorneys' fees) which the City may sustain or become liable for which arises from any action to require disclosure of information designated by Grantee to be confidential. In the event that the City is presented with a subpoena duces tecum regarding any documents or information properly designated confidential by Grantee which may be in the City's possession by reason of this Agreement, the City shall give notice to Grantee (unless subpoena duces tecum prevents the City from providing such notice) with the understanding that Grantee shall have the opportunity to contest such process by any means available to it before such documents or information are required to be submitted by the City to a court or other third party.

In the event that the Grantee shall not elect to undertake appropriate legal proceedings to prevent such disclosure of information designated as "confidential", Grantee shall indemnify, defend and hold harmless the Indemnified Parties against all claims and damages (including court costs and reasonable attorney's fees) which such Indemnified Parties may sustain or become liable for which arises from any action to require disclosure of such information or resulting from any such disclosure.

Section 15. Special Conditions And Representations.

15.1 No Recourse.

Except as expressly provided in this Agreement or at law, the Grantee shall have no recourse against the City for any loss, expense or damage resulting from the terms and conditions of this Agreement or because of the City's enforcement thereof nor for the City's failure to have authority to grant the rights conveyed in this Agreement. The City makes no warranty as to the scope or effectiveness of the dedication of any part of the Public Ways through which the Authorized Routes may run. Furthermore, any such grant is subject to such restriction as may exist, now or in the future under the laws of the State of Illinois and the United States of America. Grantee agrees to this Agreement relying upon its own investigation and understanding of the power and authority of the City to grant the Grantee its rights under the Agreement.

15.2 No Inducement.

Grantee acknowledges that it has not been induced to execute this Agreement by any promise, verbal or written, by or on behalf of the City, or by any third person regarding any terms or condition of this Agreement not expressed herein. Grantee further states that no such promises has been made to any City employee in regard to the grant of these rights.

15.3 Acceptance And Acknowledgment.

Grantee acknowledges that it has carefully read, understands and accepts without reservation the obligations imposed by the terms and conditions herein. Grantee further accepts the validity of the terms and conditions of this Agreement and will not, at any time, proceed against the City in any claim or proceeding challenging any term or provision of this Agreement.

15.4 Conflict Of Interest.

To the best knowledge of Grantee, no members of the governing body of the City or other unit of government and no other official, officer, employee, or agent of the City or other unit of government has any personal, financial or economic interest, direct or indirect, in this Agreement or any subcontract resulting therefrom.

15.5 Compliance With Applicable Laws.

Grantee agrees that in constructing, installing, operating and maintaining its Telecommunications System, it shall comply with all applicable laws of the United States, the State of Illinois, all applicable ordinances and executive orders of the City, all applicable regulations of the Federal Communications Commission and the Illinois Commerce Commission and such laws as shall be considered part of this Agreement as set forth herein.

15.6 Force Majeure.

Grantee shall not be deemed in violation of this Agreement for the delay in performance or failure to perform in whole or in part its obligations under this Agreement due to strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God or by other events to the extent that such events are caused by circumstances beyond Grantee's control and any such delay or failure to perform shall not be deemed to be a violation of this Agreement. In the event that the delay in performance or failure to perform affects only part of Grantee's capacity to perform its obligations under this Agreement, Grantee shall perform such obligations to the extent it is able to do so in as expeditious a manner as possible. Grantee shall promptly notify the Commissioner of General Services or the Commissioner of Public Works, as appropriate, in writing of an event covered by this section and the date, nature and cause thereof. Furthermore, Grantee, in such notice, shall indicate the anticipated extent of such delay and the obligations under this Agreement to be affected thereby. The provisions of this Section 15.6 shall not excuse Grantee's failure to pay general compensation when due pursuant to Section 5.1.

Section 16. General Provisions.

16.1 Governing Law.

This Agreement shall be construed pursuant to the laws of the State of Illinois.

16.2 Descriptive Headings.

Section headings are descriptive and used merely for the purpose of organization and where inconsistent with the text are to be disregarded.

16.3 Notices.

Unless otherwise specified herein, all notices, requests, designations, deliveries, approvals, consents, demands and waivers required or provided hereunder or desired by the parties hereto shall be in writing and shall be deemed properly served if hand-delivered to the parties at the following addresses (effective on delivery) or if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses (effective on mailing):

(i) If To Grantee:

Teleport Communications Chicago,
Incorporated
One Teleport Drive, Suite 30
Staten Island, New York 10311-1011
Attention: President

(ii) If To City:

Department of General Services
City of Chicago
320 North Clark Street
Room 502
Chicago, Illinois 60602
Attention: Commissioner

or to such other parties or other addresses as either party may designate by notice to the other. The specification of a number of days' or months' notice shall mean notice of not less than such number of days or months, unless otherwise provided in this Agreement

16.4 Invalidity.

If any section, paragraph or provision of this Agreement 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 Agreement.

16.5 Parties.

Except where the context would require a different meaning, all references to Grantee or the City include each of its and their officials, officers, directors, employees, shareholders, agents, successors, beneficiaries, permitted assigns, legal representatives and Affiliates. No member, individually or collectively, of the City Council or agent or employee of the City and no officer or director of Grantee incurs or assumes any individual or personal liability by the execution of this Agreement or by reason of default in the performance of any of the terms hereof. All such liability of such officials, agents and employees of the

City and officers and directors of Grantee, unless otherwise required by law, is hereby released as a condition of and in consideration for the execution of this Agreement. The signatories to this Agreement, do however, by execution thereof, warrant their authority to sign this Agreement.

16.6 Choice Of Forum.

Any legal action regarding this Agreement shall be brought in the appropriate court located in Chicago, Illinois. The parties hereby submit to the personal jurisdiction and venue of such courts located in Chicago, Illinois for the purpose of enforcing the provisions of this Agreement.

16.7 Waiver.

Failure or delay on the part of the City to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver, to be effective, must be in writing, and must be signed by the appropriate City officials making the waiver. A written waiver of default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

16.8 Amendment.

No revision, modification, or amendment of this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the City and Grantee. Typographical errors may be corrected or other minor changes made to this Agreement if those corrections are initialed by the party to be bound.

Section 17. Execution Copies.

This Agreement is executed in triplicate, each of which shall constitute an original instrument.

In Witness Whereof, The City has caused this Agreement to be duly executed in its name and behalf as of the date first written by its Mayor, its Commissioner of General Services and its Commissioner of Public Works and its seal to be hereunto duly affixed and attested by its City Clerk, and the Grantee has signed and sealed the same on or as of the day and year first written.

[Signature forms omitted for printing purposes.]

[Exhibit 2 attached to this Agreement printed on page 11447 of this Journal.]

Exhibit 1 attached to this Agreement reads as follows:

Exhibit 1.

Grantee's system within the public ways of the City of Chicago shall run for a distance of no more than 80,256 lineal feet or approximately 15.2 miles within the City limits of the City of Chicago. Grantee's Telecommunications System shall be constructed within a general area within the City of Chicago whose boundaries are described below:

from Lake Michigan at the north curb line of Oak Street proceeding southerly along shoreline to 15th Street; proceeding from south curb line of 15th Street west to Halsted Street; proceeding north along west curb line of Halsted Street to Grand Avenue; proceeding along the north curb line of Grand Avenue east to State Street; proceeding along the west curb line of State Street to Oak Street and proceeding along the north curb line of Oak Street east to Lake Michigan.

The exact locations of each component of Grantee's Telecommunications System shall be presented to and reviewed by the Department of General Services and the Department of Public Works on an on-going basis prior to construction as Grantee files for construction permits and constructs its Telecommunications System and construction permits shall be issued by the Department of Public Works specifying the exact locations of Grantee's Telecommunications System.

As currently planned, Grantee's system shall include the following approximately 5.04 mile component system ("Phase I"), which Grantee proposes to install within the first two years of the terms of this privilege:

- a. From the intersection of Clinton and Madison Streets, proceed north to Washington Street, then proceed east to Franklin Street. From this point, proceed south to Van Buren Street then proceed east to LaSalle Street. This link represents approximately 6,450 feet.
- b. From the intersection of Adams and Canal Streets, proceed north to Lake Street. This link represents approximately 3,350 feet.
- c. From the intersection of Lake Street and Michigan Avenue, proceed east to Columbus Drive. Then proceed north to Wacker Drive. Follow Wacker Drive west and then south to Jackson Boulevard. This link represents approximately 16,800 feet.

The component system described above represents the most current plans and expectations for the development of the Grantee's Telecommunications System in Chicago. However, due to uncertain and changing market conditions, the timing of construction and actual locations for the component system may differ from those specifically described above.

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN
PUBLIC WAYS (CANOPIES).

The Committee on Streets and Alleys submitted the following report:

CHICAGO, January 29, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys, to which were referred (March 29, October 4 and 25, 1989) forty-two proposed orders to issue permits for the construction, maintenance and use of sundry canopies at various locations, begs leave to recommend that Your Honorable Body *Pass* the proposed orders submitted herewith.

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

Respectfully submitted,

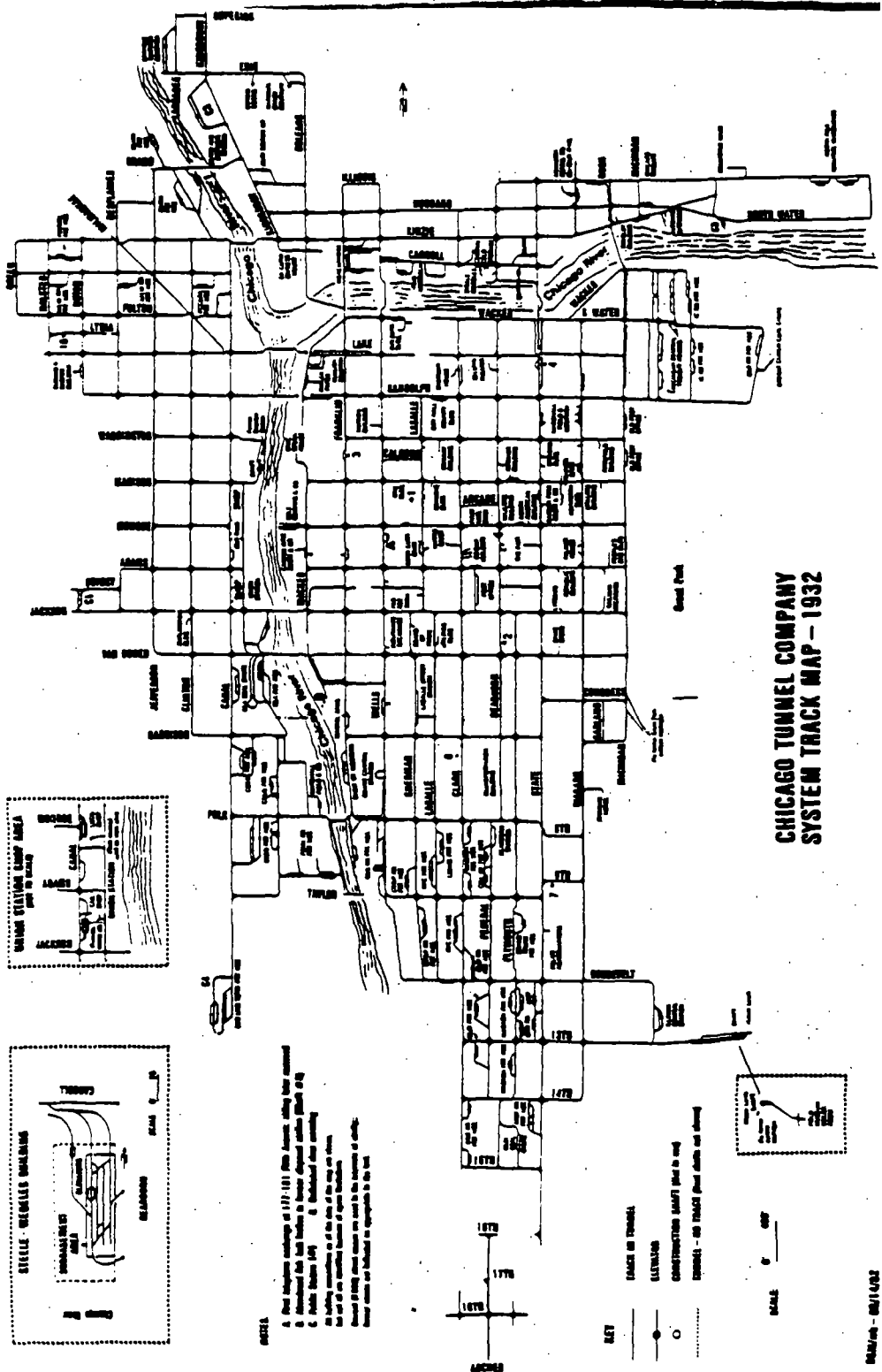
(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the said proposed 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

(Continued on page 11448)



NOTES:

1. All proposed track lengths of 177,101 feet shown, unless otherwise noted.
2. All tracks are shown in black, unless otherwise noted.
3. All tracks are shown in black, unless otherwise noted.
4. All tracks are shown in black, unless otherwise noted.

Amount of track shown on map is the minimum of each track. Amount shown on map is the minimum of each track. Amount shown on map is the minimum of each track.

**CHICAGO TUNNEL COMPANY
SYSTEM TRACK MAP - 1932**

DATE - 02/10/32

(Continued from page 11446)

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):

Allied Film And Video: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Allied Film and Video ("Permittee") to construct, maintain and use two (2) canopies over the public right-of-way in West Belmont Avenue attached to the buildings or structures located at 1322 West Belmont Avenue and 1331 West Belmont Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 8 feet and 6 feet respectively in length, nor 2 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*American National Bank And Trust Company,
Under Trust Number 100399-07: Canopy.*

Ordered, That the Commissioner of General Services is hereby authorized to issue a

permit to American National Bank and Trust Company, under Trust Number 100399-07 ("Permittee") to construct, maintain and use a canopy over the public right-of-way in West Huron Street attached to the building or structure located at 77 West Huron Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 22 feet in length, nor 15 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*American National Bank And Trust Company,
Under Trust Number 106907-09: Canopies.*

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to American National Bank and Trust Company, under Trust Number 106907-09 ("Permittee") to construct, maintain and use eight (8) canopies over the public right-of-way in North Halsted Street attached to the building or structure located at 2940 North Halsted Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 4 at 16 feet, 3 at 8 feet and 1 at 21 feet respectively in length, nor 8 at 5 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. Roman P. Badolia: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Roman P. Badolia ("Permittee") to maintain and use a canopy over the public right-of-way in West Fulton Market Street attached to the building or structure located at 1132 West Fulton Market Street for a period of three (3) years from and after November 26, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 45 feet in length, nor 15 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy and no/100 Dollars (\$70.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Berger Financial Services Corporation: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Berger Financial Services Corporation ("Permittee") to maintain and use a canopy over the public right-of-way in North Dearborn Street attached to the building or structure located at 1100 North Dearborn Street for a period of three (3) years from and after November 26, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 13 feet in length, nor 9 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Booksellers Row, Incorporated: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Booksellers Row, Incorporated ("Permittee") to maintain and use a canopy over the public right-of-way in North Lincoln Avenue attached to the building or structure located at 2445 North Lincoln Avenue for a period of three (3) years from and after August 31, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 22 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Chicago Blooms II, Incorporated: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Chicago Blooms II, Incorporated ("Permittee") to construct, maintain and use a canopy over the public right-of-way in North Clybourn Avenue attached to the building or structure located at 1953A North Clybourn Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 27 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-two and no/100 Dollars (\$52.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. Lee In Choe: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Lee In Choe ("Permittee") to construct, maintain and use a canopy over the public right-of-way in North Clark Street attached to the building or structure located at 7407 -- 7411 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 89 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fourteen and no/100 Dollars (\$114.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Comfort King, Incorporated: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Comfort King, Incorporated, ("Permittee") to construct, maintain and use a canopy over the public right-of-way in West Lawrence Avenue attached to the building or structure located at 5000 West Lawrence Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 60 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Eighty-five and no/100 Dollars (\$85.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. James Couch: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to James Couch ("Permittee") to maintain and use a canopy over the public right-of-way in West Division Street attached to the building or structure located at 5701 West Division Street for a period of three (3) years from and after December 31, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 6 feet in length, nor 5 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Dayton Realty, Limited: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Dayton Realty, Limited ("Permittee") to maintain and use a canopy over the public right-of-way in North Halsted Street attached to the building or structure located at 1959 North Halsted Street for a period of three (3) years from and after May 30, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 29 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-four and no/100 Dollars (\$54.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

DePaul University: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to DePaul University ("Permittee") to maintain and use a canopy over the public right-of-way in East Balboa Drive attached to the building or structure located at 60 East Balboa Drive for a period of three (3) years from and after January 14, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 62 feet in length, nor 14 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Eighty-seven and no/100 Dollars (\$87.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

D. G. Hurley Company, Incorporated: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to D. G. Hurley Company, Incorporated ("Permittee") to maintain and use a canopy over the public right-of-way in West North Avenue attached to the building or structure located at 3620 West North Avenue for a period of three (3) years from and after August 28, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 50 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Downtown Court Club, Incorporated: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Downtown Court Club, Incorporated ("Permittee") to maintain and use a canopy over the public right-of-way in North Wabash Avenue attached to the building or structure located at 441 North Wabash Avenue for a period of three (3) years from and after September 27, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 17 feet in length, nor 6 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Drumlin Management Company, Incorporated: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Drumlin Management Company, Incorporated ("Permittee") to construct, maintain and use two (2) canopies over the public right-of-way in South Carpenter Street attached to the building or structure located at 2160 -- 2180 South Carpenter Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 2 at 17 feet respectively in length, nor 2 at 8 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

E. F. Schmidt And Sons, Incorporated: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to E. F. Schmidt and Sons, Incorporated ("Permittee") to maintain and use a canopy over the public right-of-way in West Belmont Avenue attached to the building or structure located at 2058 West Belmont Avenue for a period of three (3) years from and after January 1, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 10 feet in length, nor 9 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Ms. Anita Garcia: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Anita Garcia ("Permittee") to construct, maintain and use a canopy over the public right-of-way in South Blue Island Avenue attached to the building or structure located at 1842 South Blue Island Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 21 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Haymarket Square Associates: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Haymarket Square Associates ("Permittee") to construct, maintain and use a canopy over the public right-of-way in North Morgan Street attached to the building or structure located at 131 North Green Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 8 feet in length, nor 5 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Haymarket Square Associates: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Haymarket Square Associates ("Permittee") to construct, maintain and use a canopy over the public right-of-way in North Morgan Street attached to the building or structure located at 213 -- 221 North Morgan Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 8 feet in length, nor 5 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Haymarket Square Associates: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Haymarket Square Associates ("Permittee") to construct, maintain and use a canopy over the public right-of-way in North Morgan Street attached to the building or structure located at 213 -- 221 North Morgan Street for a period of three (3) years from and after date of passage of this order in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 5 feet in length, nor 8 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Hyatt Corporation: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Hyatt Corporation ("Permittee") to maintain and use a canopy over the public right-of-way in East Wacker Drive attached to the building or structure located at 151 East Wacker Drive for a period of three (3) years from and after November 13, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 150 feet in length, nor 20 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of one Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Inland Property Management, Incorporated: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Inland Property Management, Incorporated ("Permittee") to maintain and use a canopy over the public right-of-way in North Dearborn Street attached to the building or structure located at 1036 North Dearborn Street for a period of three (3) years from and after April 18, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 20 feet in length, nor 18 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*John And Leo, Incorporated (Doing Business
As Armando's Restaurant): Canopy.*

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to John and Leo, Incorporated, doing business as Armando's Restaurant ("Permittee") to maintain and use a canopy over the public right-of-way in North Rush Street attached to the building or structure located at 735 North Rush Street for a period of three (3) years from and after December 30, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 13 feet in length, nor 6 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*John J. Moesle Wholesale Meat Company,
Incorporated: Canopy.*

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to John J. Moesle Wholesale Meat Company, Incorporated ("Permittee") to maintain and use a canopy over the public right-of-way in West Fulton Street attached to the building or structure located at 853 West Fulton Street for a period of three (3) years from and after September 15, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 16 feet in length, nor 8 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the

construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

LaSalle National Bank: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to LaSalle National Bank ("Permittee") to construct, maintain and use two canopies over the public right-of-way in South Wacker Drive attached to the building or structure located at 100 South Wacker Drive for a period of three (3) years from and after May 29, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 2 at 19 feet respectively in length, nor 2 at 10 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

LaSalle Street Press Building Corporation: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to LaSalle Street Press Building Corporation ("Permittee") to maintain and use a canopy over the public right-of-way in West Ohio Street attached to the building or structure located at 325 West Ohio Street for a period of three (3) years from and after October 18, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 12 feet in length, nor 6 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Leo Nello's Restaurant: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Leo Nello's Restaurant ("Permittee") to maintain and use a canopy over the public right-of-way in East Ohio Street attached to the building or structure located at 340 East Ohio Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services

and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 14 feet in length, nor 10 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Looking Good Furniture: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Looking Good Furniture ("Permittee") to construct, maintain and use a canopy over the public right-of-way in West Irving Park Road attached to the building or structure located at 6048 West Irving Park Road for a period of three (3) years from and date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 25 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the

construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. Theodore C. Mazola: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Mr. Theodore C. Mazola ("Permittee") to maintain and use a canopy over the public right-of-way in West Taylor and South Bishop Streets attached to the building or structure located at 1430 West Taylor and 990 South Bishop Streets for a period of three (3) years from and date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 30 feet in length, nor 5 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-five and no/100 Dollars (\$55.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*Milano Enterprises, Limited (Doing Business As
Papa Milano's Of Lincoln Park): Canopies.*

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Milano Enterprises, Limited, doing business as Papa Milano's of Lincoln Park ("Permittee") to construct, maintain and use two (2) canopies over the public right-of-way in North Lincoln Avenue attached to the building or structure located at 1970 North Lincoln Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 92 feet and 59 feet respectively in length, nor 5 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred One and no/100 Dollars (\$201.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Nelson Brothers Furniture Corporation: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Nelson Brothers Furniture Corporation ("Permittee") to maintain and use a canopy over the public right-of-way in North Lincoln Avenue attached to the building or structure located at 3045 North Lincoln Avenue for a period of three (3) years from and after December 6, 1989 in accordance with the ordinances of the City of Chicago and the

plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 12 feet in length, nor 7 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

New Hope Baptist Church: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to New Hope Baptist Church ("Permittee") to maintain and use a canopy over the public right-of-way in West Division Street attached to the building or structure located at 4255 West Division Street for a period of three (3) years from and after January 1, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 12 feet in length, nor 9 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the

construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*North Side Casino (Doing Business As The
Casino): Canopy.*

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to North Side Casino, doing business as The Casino ("Permittee") to maintain and use a canopy over the public right-of-way in East Delaware Place attached to the building or structure located at 195 East Delaware Place for a period of three (3) years from and after July 8, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 14 feet in length, nor 10 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Planned Property Management, Incorporated: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Planned Property Management, Incorporated ("Permittee") to maintain and use a canopy over the public right-of-way in North Broadway attached to the building or structure located at 3501 North Broadway for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 8 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Polk Bros., Incorporated: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Polk Bros., Incorporated ("Permittee") to maintain and use a canopy over the public right-of-way in North Central Avenue attached to the building or structure located at 2910 North Central Avenue for a period of three (3) years from and after January 1, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of

Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 12 feet in length, nor 7 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Pronto Ristorante Number 1, Limited: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Pronto Ristorante Number 1, Limited ("Permittee") to maintain and use a canopy over the public right-of-way in East Chestnut Street attached to the building or structure located at 200 East Chestnut Street for a period of three (3) years from and after August 31, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 9 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*Ricorp, Incorporated (Doing Business As
Cavanaugh's): Canopies.*

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Ricorp, Incorporated, doing business as Cavanaugh's ("Permittee") to construct, maintain and use seven (7) canopies over the public right-of-way in West Jackson Boulevard attached to the building or structure located at 53 West Jackson Boulevard for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 5 at 18 feet and 2 at 8 feet respectively in length, nor 7 at 3 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Three Hundred Fifty and no/100 Dollars (\$350.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the

Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Security Federal Savings: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Security Federal Savings ("Permittee") to construct, maintain and use a canopy over the public right-of-way in North Milwaukee Avenue attached to the building or structure located at 1209 North Milwaukee Avenue for a period of three (3) years from and after date of passage of this order in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 57 feet in length, nor 9 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Eighty-two and no/100 Dollars (\$82.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

20 East Cedar Condominium Association: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to 20 East Cedar Condominium Association ("Permittee") to maintain and use a canopy over the public right-of-way in East Cedar Street attached to the building or structure located at 20 East Cedar Street for a period of three (3) years from and after January 1, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 16 feet in length, nor 12 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

215 East Chestnut Apartments: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to 215 East Chestnut Apartments ("Permittee") to maintain and use a canopy over the public right-of-way in East Chestnut Street attached to the building or structure located at 215 East Chestnut Street for a period of three (3) years from and after December 8, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 10 feet in length, nor 10 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

West Design: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to West Design ("Permittee") to construct, maintain and use a canopy over the public right-of-way in North LaSalle Street attached to the building or structure located at 415 North LaSalle Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 13 feet in length, nor 9 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Slemon And Gloria Yonan: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Slemon and Gloria Yonan ("Permittee") to construct, maintain and use two (2) canopies over the public right-of-way in North Lincoln Avenue attached to the building or structure located at 3604 North Lincoln Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 76 feet and 5 feet respectively in length, nor 2 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty-one and no/100 Dollars (\$151.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

OPENING OF NORTHEAST CORNER OF WEST JONQUIL TERRACE
AND NORTH HERMITAGE AVENUE FOR IMPROVEMENTS
IN CONJUNCTION WITH HOWARD STREET --
CHICAGO TRANSIT AUTHORITY
PROJECT.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, January 29, 1990.

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 February 16, 1989 (Council Journal page 25190) and of an opinion dated January 26, 1990 for the City of Chicago (Department of Public Works) to open for street purposes a triangular area 8 feet by 8 feet at the northeast corner of West Jonquil Terrace and North 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.

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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

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 Public Works in connection with the improvements for the Howard Street -- Chicago Transit Authority Project desires to open for street purposes a triangular area 8 feet by 8 feet at the northeast corner of West Jonquil Terrace and North Hermitage Avenue; and

WHEREAS, The City of Chicago is the owner of all of the property to be opened; now, therefore,

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

SECTION 1. That the following described property be opened for use as a public street:

that part of Lot 12 lying southwesterly of a line drawn from a point on the west line of Lot 12 which is 8.00 feet north of the southwest corner of said Lot 12 to a point on the south line of Lot 12 which is 8.00 feet east of the southwest corner of said Lot 12, all in Block 9 in Gunderson's North Birchwood Subdivision of Blocks 4 to 17, both inclusive, in David P. O'Leary's Subdivision of part of the south half of the northeast quarter of Section 30, Township 41 North, Range 14, east of the Third Principal Meridian.

SECTION 2. That the City of Chicago (Department of Public Works) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

[Drawing attached to this ordinance printed on
page 11482 of this Journal.]

VACATION OF TRIANGULAR PORTION OF INTERSECTION
OF WEST JONQUIL TERRACE AND NORTH
HERMITAGE AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, January 29, 1990.

To the President and Members of the City Council:

(Continued on page 11483)

(Continued from page 11481)

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 February 16, 1989 (Council Journal page 25190) and of an opinion dated January 26, 1990 for the City of Chicago (Department of Public Works) vacating a triangular portion of the intersection of West Jonquil Terrace and North 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.

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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City 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 a triangular area at the intersection of West Jonquil Terrace and North Hermitage Avenue 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 intersection of West Jonquil Terrace and North Hermitage Avenue lying east of the east line of Lot 16 in Block 2 and the east line of the vacated alley south of the south line of said Lot 16; lying north of the north line of Block 4; and lying southwesterly of a line drawn from a point on the east line of Lot 16 in Block 2 which is 81.04 feet north of the southeast corner of said Lot 16, as measured on said east line to a point on the north line of Block 4 which is 122.90 feet east of the northwest corner of said Block 4, as measured on said north line, all in Gunderson's Resubdivision of Blocks

10, 11, 12, 13 and 14 together with vacated streets and alleys in Gunderson's North Birchwood Subdivision of Blocks 4 to 17, both inclusive, in David P. O'Leary's Subdivision of part of the south half of the northeast quarter of Section 30, Township 41 North, Range 14, east of the Third Principal Meridian; (lying east of the Chicago, Milwaukee and St. Paul Railroad) said part of public street herein vacated being further described as a triangular portion of the intersection of West Jonquil Terrace and North 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 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 the Department of Water, the Bureau of Electricity and the Peoples Gas Light and Coke Company, their successors or assigns, a temporary easement over all that part of the intersection of West Jonquil Terrace and North Hermitage Avenue as herein vacated, as a right-of-way for existing facilities and appurtenances thereto, and for the installation of any additional facilities which in the future may be located in the area as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said easement herein reserved or other use made of said area, which in the judgment of the municipal officials and or private utilities 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. Said temporary easement to terminate upon relocation of all of the above facilities.

SECTION 3. That the City of Chicago (Department of Public Works) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

[Drawing attached to this ordinance printed on page 11485 of
this Journal.]

VACATION OF PORTION OF SOUTH LOCKWOOD AVENUE
LYING SOUTH OF WEST 63RD STREET.

The Committee on Streets and Alleys submitted the following report:

(Continued on page 11486)

Ordinance associated with this drawing printed on pages 11481 through 11484 of this Journal.

"A"

Gunderson's N. Birchwood Sub. of Blks 4 to 17 both incl. in David P. O'Leary's Sub of the S. 1/2 N.E. 1/4 Sec. 30-41-14

"B"

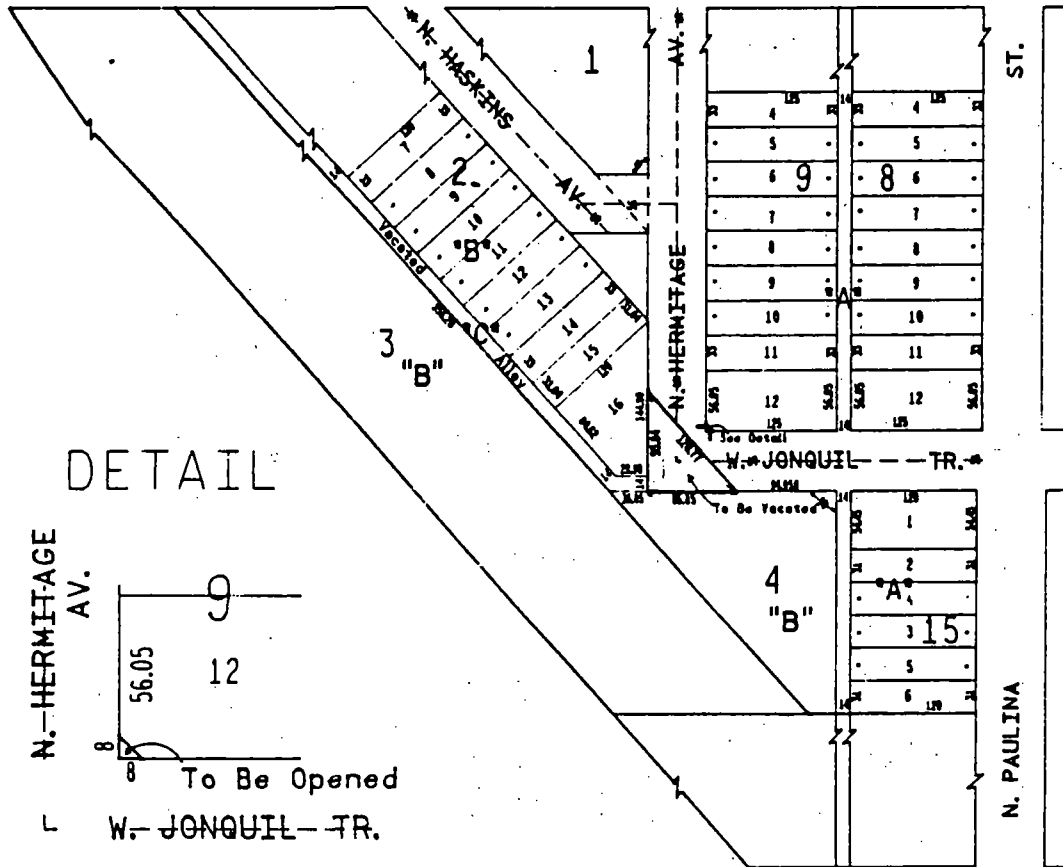
Gunderson's Resub. of Blks. 10,11,12,13, & 14 together with vacated sts. and alleys, all in Gunderson's N. Birchwood Sub. (see "A")

"C"

Vacated by Ordinance passed Apr. 1, 1987 Rec. Sept. 8, 1987 Doc. No. 87-491632



Dr. No. 30-49-89-1323



(Continued from page 11484)

CHICAGO, January 29, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith of an order passed by the City Council December 7, 1988 and of an opinion dated December 7, 1989 for the First National Bank of Evergreen Park, Trustee, Trust Number 9598 and The State Bank of Clearing, vacating the north 125 feet of South Lockwood Avenue lying south of West 63rd 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City 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 South Lockwood Avenue lying east of the east line of Lot 1 in Block 3; lying west of the west line of Lot 8 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 8 in Block 4; and lying north of a line drawn from the southeast corner of Lot 1 in Block 3 to the southwest corner of Lot 8 in Block 4 all in 63rd Street Addition to Clearing, being a subdivision of the north 174 feet of the northwest quarter of the northeast quarter, the north 174 feet of the northeast quarter of the northwest quarter and the north 169 feet of the east quarter of the northwest quarter of the northwest quarter of Section 21, Township 38 North, Range 13, east of the Third Principal Meridian; said part of public street herein vacated being further described as the north 125 feet of South Lockwood Avenue lying south of West 63rd 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 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 Lockwood Avenue 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 First National Bank of Evergreen Park, as Trustee, Trust Number 9598 and the State Bank of Clearing shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of Forty-six Thousand Two Hundred Sixty-one and no/100 Dollars (\$46,261.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to South Lockwood Avenue hereby vacated, similar to the sidewalk and curb in West 63rd Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the First National Bank of Evergreen Park, as Trustee, Trust Number 9498 and the State Bank of Clearing 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 11488 of this Journal.]

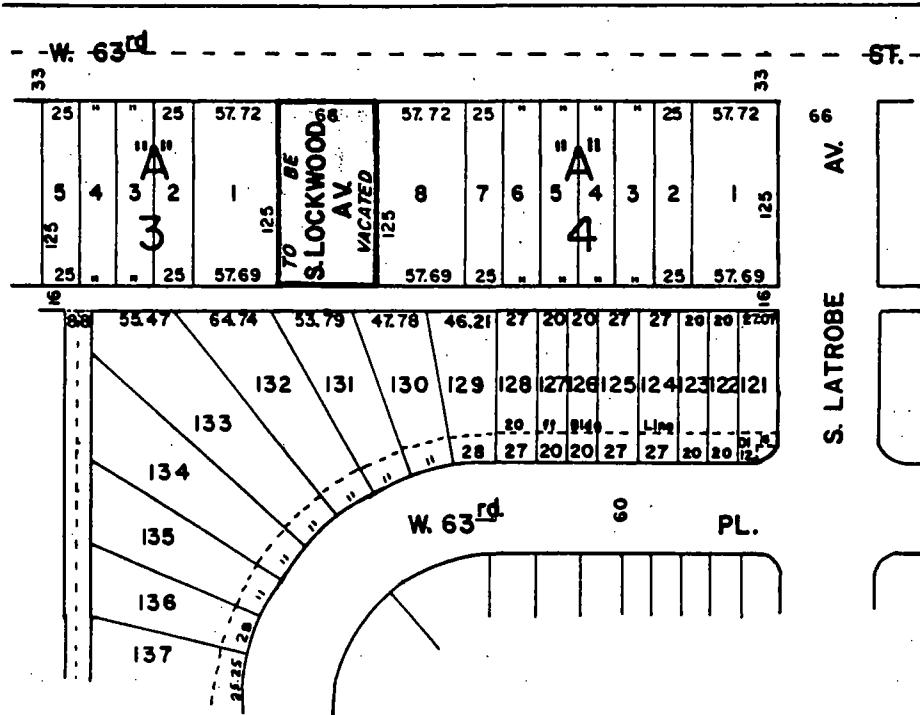
Ordinance associated with this drawing printed on pages 11484 through 11487 of this Journal.

"A"

63rd Street Addition to Clearing, being a Subdivision of the N. 174 ft. of the N.W. 1/4 of the N.E. 1/4, the N. 174 ft. of the N.E. 1/4 of the N.W. 1/4 and the N. 169 ft. of the E. 1/4 of the N.W. 1/4 of the N.W. 1/4 of Sec. 21-38-13



Dr. No. 21-13-88-1304



VACATION OF PORTION OF SOUTH PERRY AVENUE
LYING SOUTH OF WEST 85TH STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, January 29, 1990.

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 18, 1987 (Council Journal page 6482) and of an opinion dated November 8, 1989 for Johnson Products Company, Incorporated and the Chicago Title and Trust Company, Trustee, Trust Number 1087945, vacating all that part of South Perry Avenue lying between the south line of West 85th Street and a line 66.21 feet south thereof.

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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City 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 South Perry Avenue lying west of the west line of Lots 17 and 18; lying north of the westwardly extension of the south line of Lot 17; lying south of the westwardly extension of the north line of Lot 18; and lying east of a line 33 feet west of and parallel with the west line of Lots 17 and 18 all in Walsh's Subdivision in the east half of the southeast quarter of Section 33, Township 38 North, Range 14, east of the Third Principal Meridian, said part of South Perry Avenue herein vacated being further described as all that part of South Perry Avenue lying between the south line of West 85th Street and a line 66.21 feet south thereof as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along that part of South Perry Avenue 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, Johnson Products Company, Incorporated and the Chicago Title and Trust Company, as Trustee, Trust Number 1087945, 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 Four Thousand Two Hundred Fifty and no/100 Dollars (\$4,250.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to South Perry Avenue hereby vacated, similar to the sidewalk and curb in West 85th 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 Johnson Products Company, Incorporated and the Chicago Title and Trust Company, as Trustee, Trust Number 1087945, 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 plat 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 11492 of
this Journal.]

VACATION OF PORTION OF WEST 51ST STREET LYING
BETWEEN SOUTH KENNETH AVENUE AND SOUTH
KILBOURN AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, January 29, 1990.

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 July 19, 1989 (Council Journal page 3874) and of an opinion dated January 11, 1990, for Drovers National Bank of Chicago, Trustee, Trust Number 60104, vacating the south 0.83 feet of the east 110 feet of West 51st Street lying between the west line of South Kenneth Avenue and the east line of South Kilbourn 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

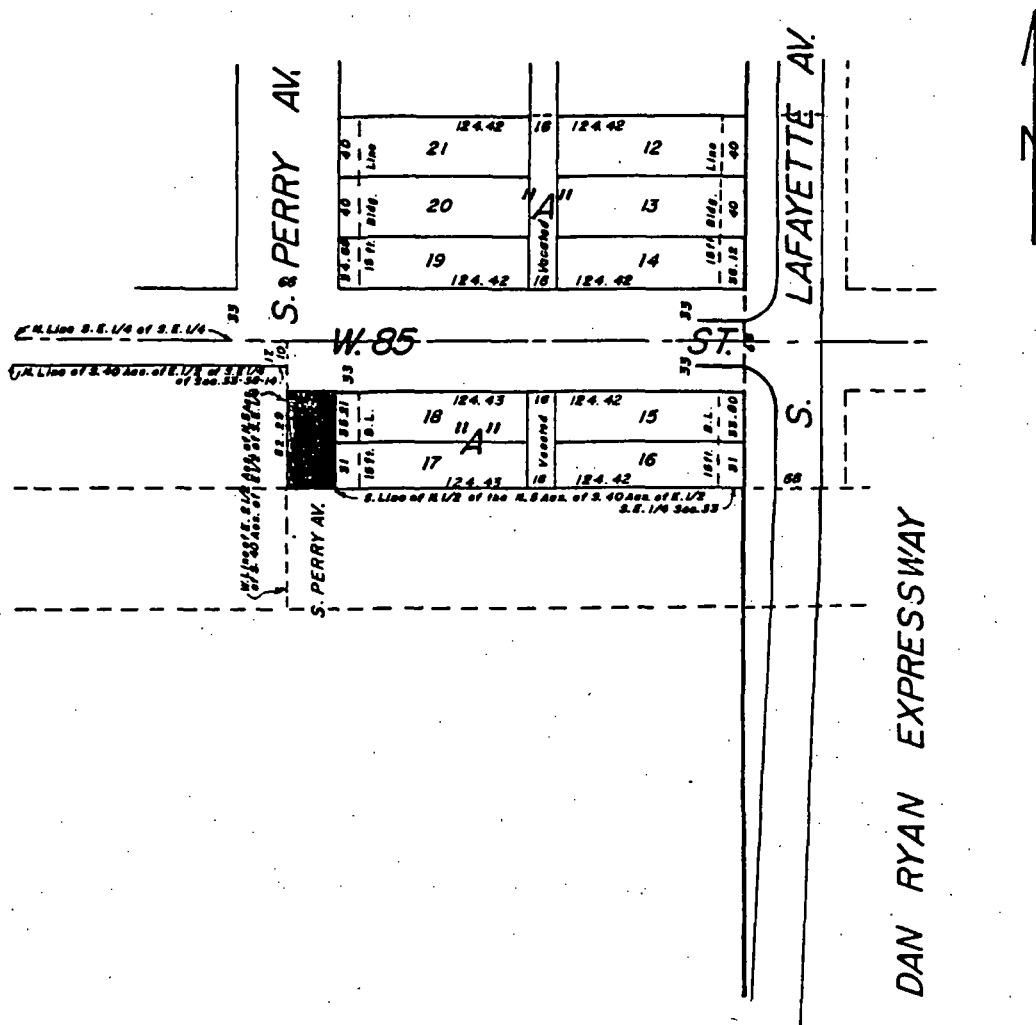
(Continued on page 11493)

Ordinance associated with this drawing printed on pages 11489 through 11490 of this Journal.

"A"

Walsh's Sub. in the E. 1/2, of the S.E. 1/4 of Sec. 33-38-14

DR. NO. 33-21-87-1149



(Continued from page 11491)

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 51st Street lying north of the north line of Lots 1, 2 and 3; lying south of a line 0.83 feet north of and parallel to the north line of Lots 1, 2 and 3; lying west of the east line of Lot 1 extended north; and lying east of the west line of Lot 3 extended north, all in Block 1 in W. F. Kaiser and Company's Ardale Subdivision of the west half of the southwest quarter and west three-quarters of the east half southwest quarter of Section 10, Township 38 North, and Range 13, east of the Third Principal Meridian (except railroad rights-of-way); said part of public street herein vacated being further described as the south 0.83 feet of the east 110 feet of that part of West 51st Street lying between the west line of South Kenneth Avenue and the east line of South Kilbourn 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 Drovers National Bank of Chicago, as Trustee, Trust Number 60104, 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 Two Hundred Fifty and no/100 Dollars (\$250.00), 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 Drovers National Bank of Chicago, as Trustee, Trust Number 60104, 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.

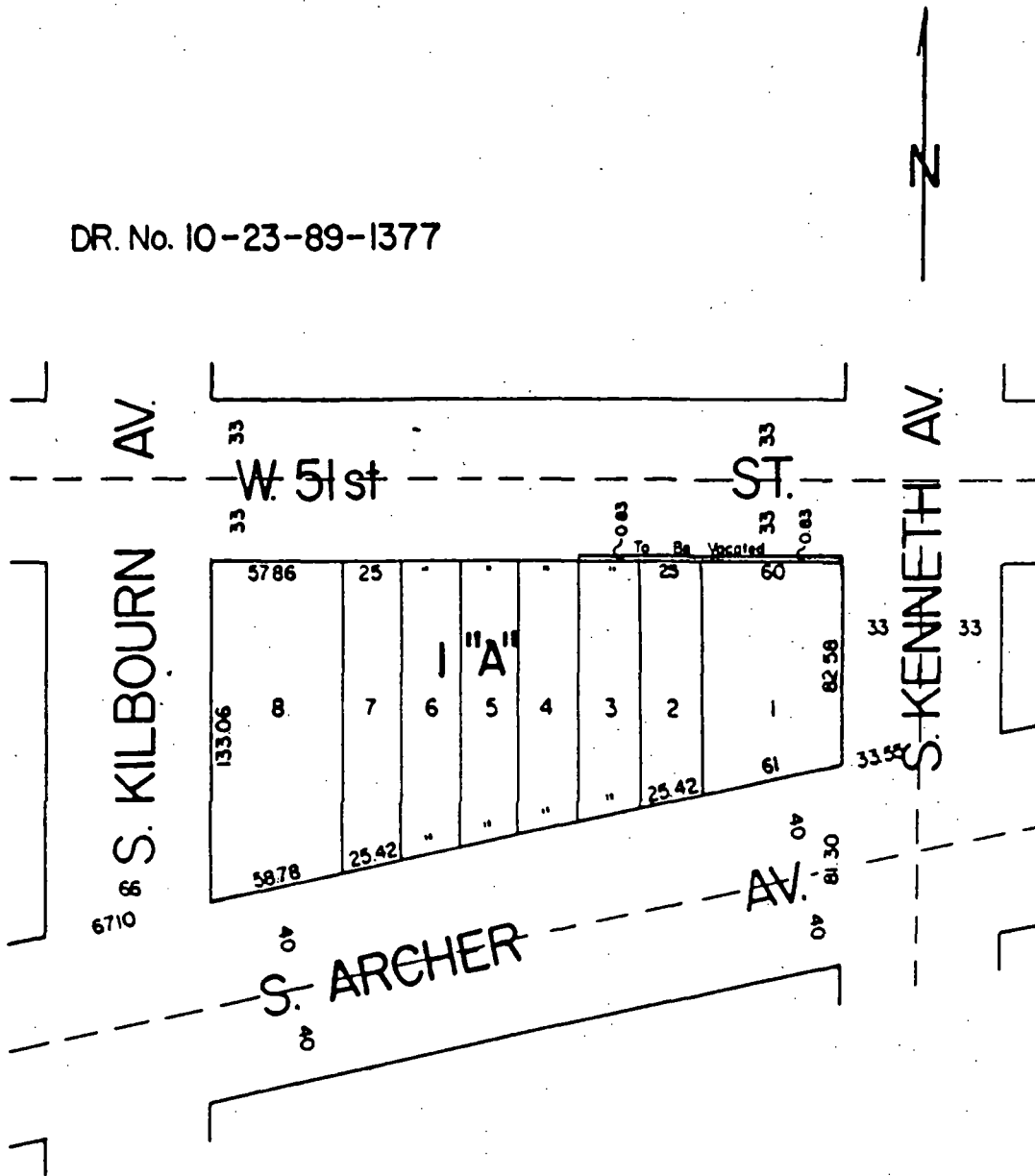
[Drawing attached to this ordinance printed on
page 11494 of this Journal.]

Ordinance associated with this drawing printed on pages 11491 through 11493 of this Journal.

"A"

W. F. Kaiser & Co's Ardale Subdivision of the W. 1/2 of the S.W. 1/4 and the W. 3/4 of the E. 1/2 of the S.W. 1/4 of Sec. 10-38-13 (except Railroad Rights of Way)

DR. No. 10-23-89-1377



VACATION OF PORTION OF WEST 66TH STREET LYING
BETWEEN SOUTH STEWART AVENUE AND
SOUTH HARVARD AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, January 29, 1990.

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 June 28, 1989 (Council Journal page 3129) and of an opinion dated December 29, 1989 for the Catholic Bishop of Chicago, vacating the west 158.2 feet of that part of West 66th Street lying between South Stewart Avenue and South Harvard 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City 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 66th Street lying south of the south line of Lot 8 in Block 3 in Barnum Grove Subdivision of the south 42.7 acres of the west half of the northeast quarter of Section 21, Township 38 North, Range 14, east of the Third Principal Meridian; lying north of the north line of Lot 21 in Block 4 in H. H. Thomas' Resubdivision of the south 60 feet of Lot 2 and all of Lots 3 to 12, both inclusive, in Block 4 of Barnum Grove Subdivision of the south 42.7 acres of the west half of the northeast quarter of Section 21, Township 38 North, Range 14, east of the Third Principal Meridian; lying east of a line drawn from the southwest corner of Lot 8 in Block 3 in Barnum Grove Subdivision aforementioned to the northwest corner of Lot 21 in Block 4 in H. H. Thomas' Resubdivision aforementioned; and lying west of the northwardly extension of the east line of Lot 21 in Block 4 in H. H. Thomas' Resubdivision aforementioned; said part of public street herein vacated being further described as the west 158.2 feet of that part of West 66th Street lying between South Stewart Avenue and South Harvard 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 Catholic Bishop of Chicago hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in that part of West 66th Street herein vacated.

SECTION 3. The City of Chicago 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 West 66th Street 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 Catholic Bishop of Chicago 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 Two Thousand and no/100 Dollars (\$2,000.00), 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 West 66th Street hereby vacated, similar to the sidewalk and curb in South Stewart 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 5. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Catholic Bishop of Chicago 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 11498 of this Journal.]

VACATION AND DEDICATION OF PORTIONS OF PUBLIC ALLEYS
IN BLOCK BOUNDED BY WEST DICKENS AVENUE, WEST
ARMITAGE AVENUE, NORTH MENARD AVENUE
AND NORTH MANGO AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, January 29, 1990.

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 June 14, 1989 (Council Journal page 2177) and of an opinion dated December 12, 1989 for American Grinding and Machine Company, vacating all of the remaining east-west 16-foot public alley together with the south 84 feet of the north-south 16-foot public alley in the block bounded by West Dickens Avenue, vacated West Armitage Avenue, vacated North Menard Avenue and North Mango Avenue; also, providing for the dedication of an east-west 16-foot public alley running east to North Mango Avenue from the north terminous of the north-south alley to be vacated.

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 11499)

Ordinance associated with this drawing printed on pages 11495 through 11496 of this Journal.

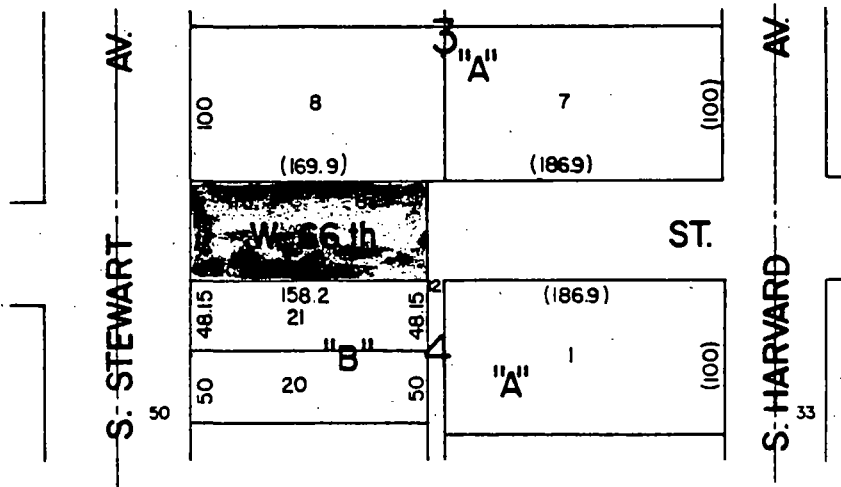
"A"

Barnum Grove Sub. of the South 42 7/10 acres of the W 1/2 N.E. 1/4 Sec. 21-38-14.

"B"

H.H. Thomas' Resub. of the S. 60 ft. of Lot 2 & all of Lots 3 to 12 both incl. in Blk. 4, of Barnum Grove Sub. etc. (See "A")

DR. No. 21-16-89-1371



(Continued from page 11497)

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City 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 alleys described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the north-south and east-west 16-foot public alleys lying east of the east line of Lots 6 to 9, both inclusive, and east of the southwardly extension of the east line of Lot 9; lying north of the north line of Lots 14 to 19, both inclusive; lying south of the south line of Lot 20; lying west of the west line of Lots 20 to 23, both inclusive; lying south of the westwardly extension of the south line of the north 16 feet of Lot 23; and lying west of a line drawn from the northeast corner of Lot 19 to the southeast corner of Lot 20, all in Block 5 in Central Avenue Subdivision, a subdivision of that part of the east half of the northeast quarter of Section 32, Township 40 North, Range 13, east of the Third Principal Meridian, lying south of the center of Grand Avenue (except the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad); said parts of public alleys herein vacated being further described as all of the remaining east-west 16-foot public alley together with the south 84 feet of the north-south 16-foot public alley in the block bounded by West Dickens Avenue, vacated West Armitage Avenue, vacated North Menard Avenue and North Mango 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 American Grinding and Machine Company shall dedicate or cause to be dedicated to the public and open up for public use as a public alley the following described property:

the north 16 feet of Lot 23 in Block 5 in Central Avenue Subdivision, a subdivision of that part of the east half of the northeast quarter of Section 32, Township 40 North, Range 13, east of the Third Principal Meridian, lying south of the center of Grand

Avenue (except the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad)

as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

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 Grinding and Machine Company shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alleys hereby vacated, the sum of Eight Thousand Five Hundred and no/100 Dollars (\$8,500.00), 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 removing paving and curb returns and constructing sidewalk and curb across the entrance to the east-west alley hereby vacated, similar to the sidewalk and curb in North Mango Avenue and constructing paving and curbs in and to the alley to be dedicated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the American Grinding and Machine 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 a plat properly executed and acknowledged, showing the vacations and dedication herein provided for.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed
on page 11501 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:

(Continued on page 11502)

Ordinance associated with this drawing printed on pages 11497 through 11500 of this Journal.

"A"

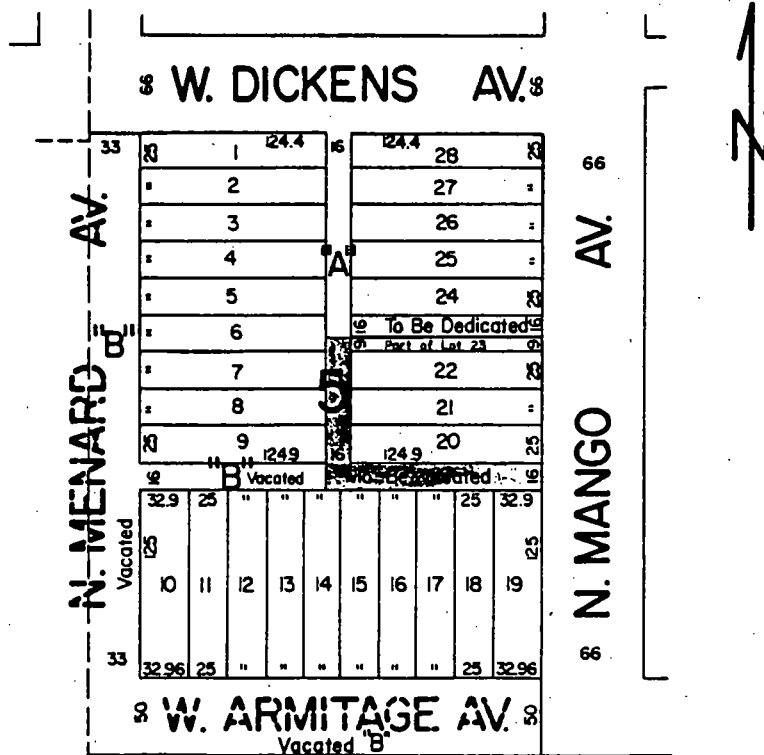
Central Av. Subdivision, a Sub. of that part of the E. 1/2 of the N.E. 1/4 of Sec. 32-40-13, lying S. of the center of Grand Av. except the Right of Way of the C.M. & S.T.P. RY.

"B"

Vacated by Ordinance Passed July 16, 1930
Rec. Aug. 9, 1930

Doc. 10723321

DR. No. 32-30-89-1363



(Continued from page 11500)

CHICAGO, January 29, 1990 and
February 6, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith (referred on November 15, 29, December 6 and 13, 1989) that the Commissioner of Public Works is hereby authorized and directed to waive the provisions of Chapter 33, Section 33-19.1 of the Municipal Code of Chicago requiring barriers as a prerequisite to prohibit ingress and/or egress to specified parking facilities.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

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

Caliendo's Meat Market.

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 Caliendo's Meat Market, 6162 South Archer 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 due publication.

Korean Church.

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

SECTION 1. That the Commissioner of Public Works exempt the Korean Church, 5406 North Newland Avenue, from the provisions of Section 33-19.1 of the Municipal Code of Chicago so as to allow ingress and/or egress into the adjoining alley to the parking facility located at 5406 North Newland Avenue.

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

Mickey's Used Auto Sales.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to waive the provisions of Chapter 33, Section 33-19.1 of the Municipal Code of Chicago requiring barriers as a prerequisite to prohibit ingress and/or egress to the alley for Mickey's Used Auto Sales, 3054 South Millard Avenue.

Progressive Lithograph

And

The Iglesia Del Bacto Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to waive the provisions of Chapter 33, Section 33-19.1 of the Municipal Code of Chicago

requiring barriers as a prerequisite to prohibit ingress and/or egress to the existing parking lot located between buildings 4521 and 4529 North Kedzie Avenue. The parking lot is used by Progressive Lithograph and The Iglesia Del Bacto Church.

Southwest Financial Bank.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to waive the provisions of Chapter 33, Section 33-19.1 of the Municipal Code of Chicago requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for Southwest Financial Bank, 9901 South Western Avenue.

633 North St. Clair Street.

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

SECTION 1. That the premises commonly known as 633 North St. Clair Street is hereby exempted from the provisions of Chapter 33, Section 33-19.1 of the Municipal Code of Chicago requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent thereto.

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

PORTION OF NORTH WAYNE AVENUE TO RECEIVE HONORARY
DESIGNATION AS "CARMELITO LLAPITAN COURT".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, January 29, 1990.

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 December 6, 1989) that that portion of North Wayne Avenue lying between 3900 North and 4000 North is hereby given the honorary name of "Carmelito Llapitan Court".

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

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 that portion of North Wayne Avenue lying between 3900 North and 4000 North be and the same is hereby given the honorary name of "Carmelito Llapitan Court".

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

PORTION OF EAST 41ST STREET TO RECEIVE HONORARY
DESIGNATION AS "REVEREND LOUIS
RAWLS AVENUE".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, January 29, 1990.

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 December 6, 1989) that East 41st Street, between South Prairie Avenue and South State Street is hereby honorarily designated "Reverend Louis Rawls 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

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 East 41st Street, between South Prairie Avenue and South State Street is hereby honorarily designated "Reverend Louis Rawls Avenue".

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

PERMISSION GRANTED TO SET BACK CURB AT
76 WEST VAN BUREN STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, January 29, 1990.

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 December 6, 1989) for the General Services Administration of the federal government, to set back the curb at 76 West Van Buren 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 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

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 General Services Administration of the federal government to set back the curb at 76 West Van Buren Street, subject to the approval of plans and on the condition that the General Services Administration shall assume full responsibility for the maintenance and snow removal, and shall save, insure and hold harmless the City of Chicago from all liability.

AMENDMENT OF ORDER WHICH AUTHORIZED ISSUANCE
OF PERMIT TO SET BACK CURB ON PORTION
OF WEST OAK STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, January 29, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys, having had an order (referred on December 20, 1989) to set back the curb on the public way in front of the building known as Warren Barr Pavilion, 66 West Oak Street, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

This recommendation was concurred in by all the members of the committee present with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That an order printed on page 10443 of the Journal of the Proceedings of December 20, 1989, authorizing and directing the Commissioner of Public Works to issue the necessary permit to Warren Olsen Warmen, Limited, 208 South LaSalle Street, to set back the curb on the public way in front of the building commonly known as the Warren

Barr Pavilion, is hereby corrected to read 66 West Oak Street instead of 66 East Oak Street.

GRANT OF EASEMENT TO METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO WITHIN PORTION OF
SOUTH DOTY AVENUE FOR CONSTRUCTION,
MAINTENANCE AND OPERATION
OF SEWER.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, January 28, 1990.

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 January 19, 1990) for the Metropolitan Water Reclamation District of Greater Chicago ("M.W.R.D.") to construct and operate a 24-inch diameter sewer together with appurtenances thereto within a section of South Doty Avenue, between East 103rd Street and East 111th Street (extended).

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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Metropolitan Water Reclamation District of Greater Chicago ("M.W.R.D.") desires to construct and operate a 24-inch diameter sewer together with appurtenances thereto within a section of South Doty Avenue between East 103rd Street and East 111th Street (extended); and

WHEREAS, The M.W.R.D. is desirous of receiving an easement for the subject property until such a time as M.W.R.D. ceases to operate its sewer together with appurtenances thereto; now, therefore,

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

SECTION 1. The Mayor is authorized to execute, and the City Clerk to attest, a Grant of Easement and Construction, Operation and Maintenance Agreement between the City of Chicago and the M.W.R.D. substantially in the form attached hereto, subject to the approval by the Corporation Counsel as to form and legality.

SECTION 2. This ordinance shall take effect from and after its date of passage.

Grant of Easement and Construction, Operation and Maintenance Agreement attached to this ordinance reads as follows:

*Grant Of Easement And Construction, Operation And
Maintenance Agreement.*

This Agreement is made on or as of the ____ day of _____, 1990, 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 ("City") and the Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois ("M.W.R.D.").

Witnesseth:

Whereas, The M.W.R.D. desires to construct and operate a sewer together with appurtenances thereto within a portion of South Doty Avenue between East 103rd Street and East 111th Street (extended); and

Whereas, The City desires to grant an easement to the M.W.R.D. so that the M.W.R.D. can construct, reconstruct, repair, maintain and operate a 24-inch diameter sewer, together with appurtenances thereto ("Sewer"), upon, under, and through all the streets, highways, public alleys, public lands, public rights-of-way and public easements of the City of Chicago

within the territorial limits of said City traversed by the right-of-way of said sewer within South Doty Avenue.

Now, Therefore, In consideration of Ten and no/100 Dollars (\$10.00) and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

Section 1. Recitals.

The foregoing recitals are incorporated by reference as though fully set forth herein.

Section 2. Grant Of Easement.

Subject to the terms, covenants, conditions and reservations of rights herein contained, the City does hereby grant and convey unto the M.W.R.D. an easement for the construction, maintenance and operation of the Sewer for as long as the M.W.R.D. operates Sewer, upon, across, under and through the real property legally described as follows:

that part of the right-of-way of South Doty Avenue lying between East 103rd Street on the north and East 111th Street (extended) on the south in Section 14, Township 37 North, Range 14, east of the Third Principal Meridian, County of Cook, State of Illinois,

all as shown on a Plat marked Exhibit "1A" attached hereto and made a part hereof.

Section 3. Cost.

A. The M.W.R.D. shall pay the cost of changing the location of the police and fire alarm electrical wires of the City and other municipal electrical systems as may be rendered necessary due to the construction of the Sewer. Such changes shall be made by the City in a manner designated by and subject to the approval of the Commissioner of Streets and Sanitation of the City of Chicago.

B. The Sewer shall be constructed, reconstructed, repaired and efficiently maintained and operated solely by the M.W.R.D. at its sole expense and cost. The City shall not be responsible in any manner for the location or manner of construction, reconstruction, repair or operation of the same.

Section 4. City Approval Of Plan And Specifications.

The City shall have the right to review and approve plans and specifications pertaining to the Sewer prior to the construction or repair of Sewer. All reviews shall be performed in a timely and expeditious manner and approval thereof shall not be unreasonably withheld.

Section 5. Indemnification.

The M.W.R.D. shall indemnify, save and keep harmless the City from any and all claims for damage to real and personal property and injuries to or death suffered by persons by reason of the construction, reconstruction, repair, maintenance, or operation by the M.W.R.D. of the Sewer within the corporate limits of the City of Chicago.

Section 6. Restoration Of Public Way.

A. The M.W.R.D. shall, at its sole cost and expense, restore to their former condition all public ways and elements thereof, as well as drainage structures, within the right-of-way of the Sewer or peripheral thereto which may be disturbed or interfered with by the construction, reconstruction, maintenance, repair or operation of the Sewer. All surplus excavation and other spoil shall be removed from the public way by the M.W.R.D. within a reasonable time.

B. Insofar as is practicable, the M.W.R.D. shall construct and maintain, subject to the approval of the Commissioner of Public Works, temporary bridges for both street and foot traffic until the pavements, walks, and crosswalks removed or disturbed by reason of said construction shall be restored to their former conditions or usefulness.

Section 7. Change In Location Of Utilities.

The City will order and direct all persons, partnerships or corporations who shall at the time of construction of the Sewer, own, operate, or maintain any conduits, wires, poles, pipes, gas mains, cables, electric, steam, street railway tracks, equipment or other structures within any portion of the streets, public alleys and highways to be excavated in the construction of the Sewer at his, its or their own expense, to make such changes in the location of such conduits, wires, poles, pipes, gas mains and cables, electric, steam, and street railway tracks, equipment or other structures as may be rendered necessary by the construction of the Sewer. In the event any expense is charged to or incurred by the City for which the City became legally liable as a result of said relocations, the M.W.R.D. shall repay the City for such expenses. All such work in the public way shall be performed under permits and inspection of the Bureau of Traffic Engineering and Operations. The M.W.R.D. hereby agrees that sufficient notice and information will be provided to all parties so that such changes can be made in an orderly manner.

Section 8. Equipment.

The M.W.R.D. and its contractors are hereby given and granted the right to use such motors, trucks, excavators, hoisting engines and other plant and equipment as may be necessary for the construction of the Sewer.

Section 9. Interruption Of Water Service.

A. In all cases where it shall be necessary to maintain water service or remove, alter, repair, maintain or restore water mains, appurtenances and water pipes in the streets, public alleys and highways of the City of Chicago on account of the construction, repair, maintenance, operation and existence of the Sewer, the City shall maintain such water service, and shall remove, alter, repair, maintain or restore such water main at the sole cost and expense of the M.W.R.D. The M.W.R.D. shall pay to the City the actual cost of labor, material, and of machinery, trucks and other equipment required and used in the restoration of such water mains, plus an additional charge based upon current prevailing rates for labor, material and equipment, as well as the current approved overhead rates.

B. In any open-cut work done under this Agreement, wherever water pipes or their appurtenances cross through the trench of the Sewer without cutting through its or their cross sections, the M.W.R.D. shall support said water pipes and appurtenances and shall maintain service thereof without interruption until the work is completed. Where, in the opinion of the Engineer of the Department of Water of the City of Chicago, the support of said water pipes, appurtenances and/or water pipes is inadvisable, then said water pipes, appurtenances and/or water pipes shall be cut, removed and restored by the City at the sole expense of the M.W.R.D. Payment of said work shall be in the manner described in the preceding paragraph.

Section 10. Permits.

The City shall issue all required permits without fees or cost therefor to the M.W.R.D. or to any licensed sewer or drain contractor to whom the work or any part thereof specified in this Agreement shall be awarded. The City shall not require payment by the M.W.R.D. of any fees or salaries for inspectors employed by the City on said work. All necessary permits for work in the public way shall be obtained from the Department of Public Works, Bureau of Traffic Engineering and Operations, by the contractor to whom the contract is awarded.

Section 11. Compliance With Other Laws.

The M.W.R.D. agrees that it shall strictly comply with any and all applicable statutes, laws, ordinances, rules and regulations of the City of Chicago, County of Cook, State of Illinois, which in any manner affect this Agreement, any work done hereunder or control or

limit in any way the actions of the M.W.R.D., its agents, servants and employees, or of any contractor or subcontractor of the M.W.R.D. or their employees. The M.W.R.D. also agrees that it will coordinate with the Department of Public Works, Bureau of Traffic Engineering and Operations, for traffic maintenance.

Section 12. Termination.

The City reserves the right to terminate this Agreement and cause the M.W.R.D. to release its rights in the Easement herein granted in the event that the M.W.R.D. ceases to operate the Sewer.

Section 13. Conflict Of Interest.

A. No member of the governing body of the City or the M.W.R.D. who exercises any decision-making authority with regard to this Agreement or any governmental functions or responsibilities in relation to the Sewer and appurtenances thereto to which this Agreement pertains, shall have any personal financial interest, direct or indirect, in this Agreement.

B. No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of the Agreement, or to any benefit to arise herefrom, if said Agreement and the Sewer to which the Agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

C. The conflict of interest provisions of Executive Order No. 86-1 of the City are hereby incorporated by reference. The City shall provide M.W.R.D. with a copy of the Executive Order upon request.

Section 14. Miscellaneous.

A. Sectional headings in this Agreement are solely for convenience of reference and shall not in any way limit or amplify the terms and provisions thereof.

B. No modification, waiver or amendment of this Agreement shall be binding upon the parties hereto unless such modification, waiver or amendment is in writing and signed by both parties.

C. The parties agree that this Agreement is one of intergovernmental cooperation only and that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners of joint ventures between the City and the M.W.R.D., or as constituting either party as an agent, representative or employee for the other for the purpose or in any manner whatsoever.

D. This Agreement and any exhibits hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other inferences shall be implied or impressed upon this Agreement that are not expressly addressed herein.

In Witness Whereof, The City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto affixed and attested by its City Clerk, and the M.W.R.D. has signed and sealed this Agreement by its Chairman of the Committee on Finance of the Board of Commissioners and attested by its Clerk on or as of the day and year first written above.

[Signature forms omitted for printing purposes.]

[Exhibit "1A" attached to this Grant of Easement and Construction, Operation and Maintenance Agreement printed on page 11516 of this Journal.]

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT
OF MC DONNELL SUBDIVISION ON PORTION OF
NORTH BOSWORTH AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, January 29, 1990.

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 December 13, 1989) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of McDonnell Subdivision located 265.0 feet north of the north line of West Wrightwood Avenue, having a frontage of 56.9 feet along the westside of North Bosworth Avenue and having a depth of 117.33 feet.

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

(Continued on page 11517)

(Continued from page 11515)

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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

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 McDonnell Subdivision located 265.0 feet north of the north line of West Wrightwood Avenue, having a frontage of 56.9 feet along the west side of North Bosworth Avenue and having a depth of 117.33 feet, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 29-43-89-1434).

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

[Plat attached to this ordinance printed on
page 11518 of this Journal.]

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT
OF DEDICATION FOR PORTIONS OF SOUTH DAMEN
AVENUE AND WEST 47TH STREET.

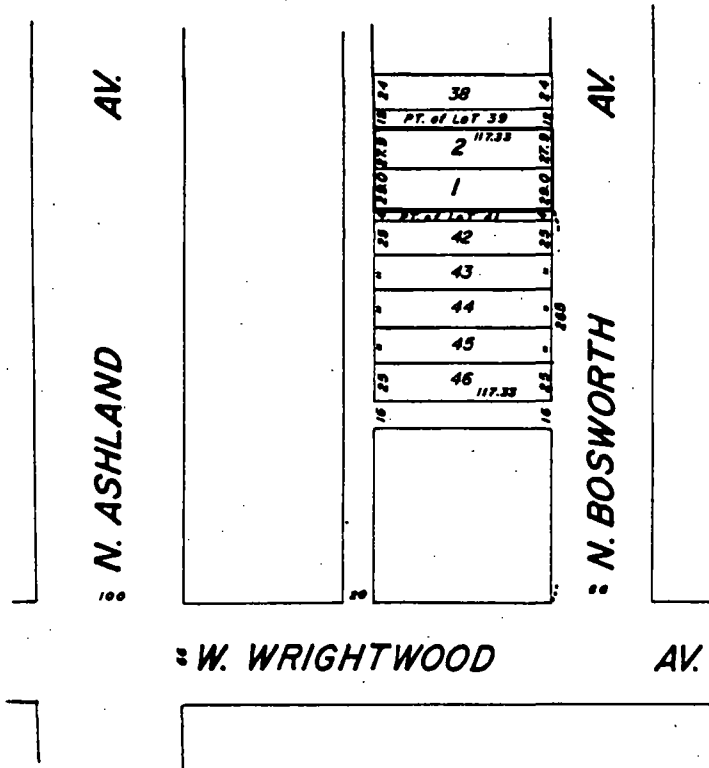
The Committee on Streets and Alleys submitted the following report:

Ordinance associated with this plat printed
on pages 11515 through 11517
of this Journal.

PROPOSED M^C DONNELL SUBDIVISION



DR. No. 29-43-89-1434



(Continued from page 11517)

CHICAGO, February 6, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys, having had an ordinance (referred on December 6, 1989 and re-referred on December 13, 1989) that the Department of Economic Development of the City of Chicago has entered into an agreement with Yards Developers, Incorporated for the commercial reuse of the 24 acre site at the northwest corner of South Damen Avenue and West 47th Street, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

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 dedication along the west 9.00 feet of the south 653.92 feet of that part of South Damen Avenue lying north of West 47th Street and the north 9.00 feet of the east 1,122.40 feet of West 47th Street lying west of South Damen Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 6-12-90-1442).

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

[Plat attached to this ordinance printed on page 11521 of
this Journal.]

Re-Referred-- RESTORATION OF LIGHT POLE AT
4551 WEST FULTON STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, January 29, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys, having had under consideration a resolution (which was referred to the Committee on Streets and Alleys on December 13, 1989) that the Commissioner of Public Works take immediate measures to have the light pole at 4551 West Fulton Street restored, begs leave to recommend that Your Honorable Body *Re-Refer* the proposed resolution to the Committee on Finance.

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 committee's recommendation was *Concurred In* and the said proposed resolution was *Re-Referred to the Committee on Finance* by yeas and nays as follows:

(Continued on page 11522)

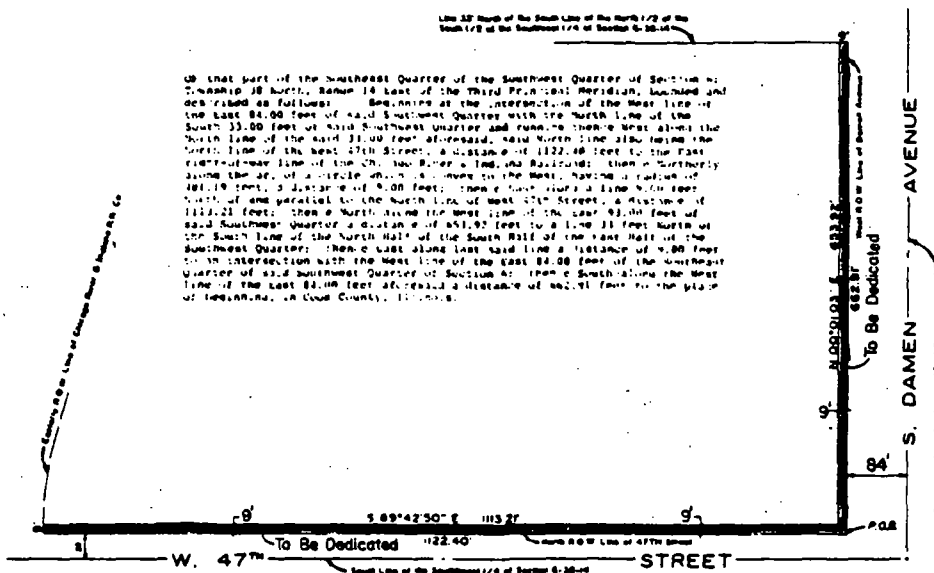
Ordinance associated with this plat printed on pages 11517 through 11520 of this Journal.

PLAT OF DEDICATION

DR. No. 6-12-90-1442

Line 33' North of the South Line of the North 1/2 of the South 1/2 of the Southwest 1/4 of Section 6-28-14

ON that part of the Southwest Quarter of the Southwest Quarter of Section 6; Township 38 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: Beginning at the intersection of the West line of the East 84.00 feet of said Southwest Quarter with the North line of the South 33.00 feet of said Southwest Quarter and running thence West along the North line of the said 33.00 feet of said Southwest Quarter, said North line also being the West line of the East 27th Street, a distance of 1122.40 feet to the East right-of-way line of the Chicago River & Indiana Railroad; thence North along the arc of a circle which is convex to the West, having a radius of 181.19 feet, a distance of 9.00 feet; thence East along a line 9.00 feet East of and parallel to the North line of West 27th Street, a distance of 1112.21 feet; thence North along the West line of the East 84.00 feet of said Southwest Quarter a distance of 451.92 feet to a line 31 feet North of the South line of the North Half of the South Half of the East Half of the Southwest Quarter; thence East along last said line a distance of 9.80 feet to its intersection with the West line of the East 84.00 feet of the Southwest Quarter of said Southwest Quarter of Section 6; thence South along the West line of the East 84.00 feet of said Southwest Quarter a distance of 442.11 feet to the place of beginning, in Cook County, Illinois.



(Continued from page 11520)

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

Re-Deferred -- REQUEST FOR ADOPTION OF SPECIAL
GARBAGE REMOVAL PROGRAM FOR SENIOR
CITIZEN HOMEOWNERS.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, January 29, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys, having had under consideration a resolution (which was referred to the Committee on Streets and Alleys on December 20, 1989) urging adoption of special garbage "Pick-Up" program for senior citizens, begs leave to recommend that Your Honorable Body *Re-Refer* the proposed resolution to the Committee on Aging and Disabled.

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 committee's recommendation was *Concurred In* and the said proposed resolution was *Re-Deferred to the Committee on Aging and Disability* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

Action Deferred -- PROHIBITION OF PEDDLING AT
ALL TIMES WITHIN FORTY-FOURTH WARD.

The Committee on Streets and Alleys submitted the following report which was, on motion of Alderman Shiller and Alderman Davis, *Deferred* and ordered published:

CHICAGO, February 2, 1990.

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 September 13, 1989) that pursuant to Section 160-13 of the Municipal Code, no person shall engage in peddling at any time within the 44th Ward of the City of Chicago as said ward is defined on the effective date of this ordinance.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

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

SECTION 1. Pursuant to Section 160-13 of the Municipal Code, no person shall engage in peddling at any time within the 44th Ward of the City of Chicago as said ward is defined on the effective date of this ordinance.

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

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

**AMENDMENT OF MUNICIPAL CODE CHAPTER 27, SECTION 27-319
BY EXPANDING RESTRICTIONS FOR RESIDENTIAL PARKING
AND BY INCLUDING FORTIETH WARD WITHIN
EXEMPTION PROVISIONS FOR SPECIFIED
PICKUP TRUCKS AND/OR VANS.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (November 15, 1989 and January 19, 1990) a proposed code amendment to Chapter 27, Section 27-319 of the Municipal Code of the City of Chicago, which reference to the truck parking restrictions, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

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 Chicago is hereby amended in Section 27-319, by adding the language in italics as follows:

27-319. *a* No person shall stand or park any truck, tractor, semi-trailer, trailer, recreational vehicle more than 22 feet in length, self-contained motor home, bus, taxicab or livery vehicle on any residential street for a longer period than is necessary for the reasonably expeditious loading or unloading of such vehicle, except that a driver of a bus may park the bus in a designated bus stand as authorized elsewhere in this chapter; provided however, that in the 12th, 14th, 23rd and 40th Wards this prohibition shall not apply to the owner of a pickup truck or van weighing under 4,500 lbs., when such vehicle is parked at the curb adjacent to his place of residence and the vehicle bears a special parking permit issued in accordance with this section. The owner shall apply for a special permit for such parking from the alderman of the ward in which he resides. The Commissioner of Public Works shall issue a permit upon receipt of a completed application, payment of a \$25.00 annual fee, and upon passage and publication of a City Council order authorizing the issuance of the permit. A permit issued under this section shall be valid until the thirtieth of June following the date of issuance and there shall be a proration of the permit fee. The permit shall be affixed without the use of supplemental adhesives to the inside of the windshield of the vehicle, directly above the City vehicle tax sticker. If a residential parking zone restriction is in effect at the owners place of residence, a residential parking permit shall also be required in accordance with Section 27-317.

b. No person shall stand or park any truck, tractor, semi-trailer, trailer, self-contained motor home, or bus on any business street in the city for a longer period than is necessary for the reasonably expeditious loading or unloading of such vehicle, except that a driver of a bus may park such bus in a designated bus stand as is provided elsewhere in this chapter.

c. Any vehicle parked in violation of this section is hereby declared to be a nuisance which may be abated by any police officer by removing such vehicle to the city vehicle pound or to an authorized garage.

SECTION 2: This ordinance shall take effect upon its passage and publication.

AMENDMENT OF MUNICIPAL CODE CHAPTER 27,
SECTION 27-329 BY REVISING CERTAIN
PARKING VIOLATION FINES AND
PARKING METER RATES.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (January 19, 1990) a proposed ordinance amending Chapter 27 of the Municipal Code of Chicago to revise fines for certain parking violations, and to revise certain parking meter rates, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 27-329 of the Municipal Code of Chicago is hereby amended by adding the language in italics as follows:

27-329. It shall be unlawful for the operator of any motor vehicle, having placed such parking meter in operation as aforesaid, to park such vehicle in such parking meter zone for a period of time longer than is designated on the meter for the value of the coin or coins deposited in such meter.

(a) *Except as provided in subsection (b), any person who violates or fails to comply with the provisions of this section shall be fined not less than ten dollars for each offense.*

(b) *Any person who violates or fails to comply with the provisions of this section while parked in a parking meter zone situated within the area bounded by a line as follows: beginning at the easternmost point of Division Street extended to Lake Michigan; then west on Division Street to LaSalle Street; then south on LaSalle Street to Chicago Avenue; then west on Chicago Avenue to Halsted Street; then south on Halsted Street to Roosevelt Road; then east on Roosevelt Road to its easternmost point extended to Lake Michigan; including parking meter zones on both sides of the above mentioned streets, shall be fined not less than \$20 for each offense.*

SECTION 2. Pursuant to Section 27-328 of the Municipal Code of Chicago, the parking meter rate for on-street meter parking within the area bounded by a line as follows: beginning at the easternmost point of Division Street extended to Lake Michigan; then west on Division Street to LaSalle Street; then south on LaSalle Street to Chicago Avenue; then west on Chicago Avenue to Halsted Street; then south on Halsted Street to Roosevelt Road; then east on Roosevelt Road to its easternmost point extended to Lake Michigan; including parking meter zones on both sides of the above mentioned streets, is hereby established at the rate of 50 cents per 15 minutes.

SECTION 3. This ordinance shall take effect upon its passage, except that Section 1 of this ordinance shall take effect 90 days after its passage.

AMENDMENT OF MUNICIPAL CODE CHAPTER 27, SECTIONS 27-360
AND 27-372.2 BY GRANTING DEPARTMENT OF STREETS
AND SANITATION AUTHORITY FOR ISSUANCE
OF PARKING VIOLATION NOTICES AND
IMPOUNDMENT OF VEHICLES.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (January 19, 1990) a proposed ordinance amending Chapter 27 of the Municipal Code of Chicago regarding the issuance of parking violation notices and the authorization to impound and relocate motor vehicles, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

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 Chicago is hereby amended in Section 27-360 by adding the language in italics and deleting the language in brackets as follows:

27-360. Members of the Police Department [of this City] *and employees of the Department of Streets and Sanitation* are hereby authorized to [remove] *issue a notice of parking violation and may authorize the removal of* a vehicle from any public way to [the nearest] a city vehicle pound or authorized garage [as determined and designated by the Superintendent of Police] under the circumstances hereinafter enumerated. The Director of Revenue or his designee is authorized to remove from any public way any vehicle eligible for immobilization pursuant to Section 27-435 to such pound or authorized garage under the circumstances enumerated in subsections (1) -- (3) and (7) -- (10) below, and he shall promptly prepare and file with the Superintendent of Police a record of the vehicle as prescribed in Section 27-423.

(1) When any vehicle is left unattended upon any bridge or viaduct, or in any subway or tunnel, or upon any approach thereto, where such vehicle constitutes an obstruction to traffic.

(2) When a vehicle upon any public way is so disabled as to constitute an obstruction to traffic and the person or persons in charge of the vehicle are by reason of physical injury incapacitated to such an extent as to be unable to provide for its custody or removal.

(3) When any vehicle is left unattended upon any public way and is so parked illegally as to constitute a definite hazard or obstruction to the normal movement of traffic.

(4) When an abandoned vehicle is found on any public way.

(5) When any vehicle illegally occupies parking meter space for an unreasonable period of time.

(6) When any vehicle is parked in violation of Section 27-319.

(7) When any vehicle is parked in violation of Sections 27-320, 321 and 322 of this chapter.

(8) When any vehicle is parked in violation of official signs indicating that parking, standing, or stopping is prohibited at all times or during designated hours or prohibited for a longer time than indicated on such sign.

(9) When any vehicle is parked within fifteen feet of a fire hydrant or is parked within or obstructing a firelane.

(10) When any vehicle is parked in violation of official signs which prohibit parking to accommodate handicapped persons.

(11) When any vehicle is found in violation of Section 27-381(a) and (b), members of the Police Department are hereby authorized to remove vehicle and to tow said vehicle to the nearest City vehicle pound or authorized garage as determined and designated by the Commissioner of Police.]

SECTION 2. Chapter 27, Section 27-372.2 of the Municipal Code of Chicago is hereby amended in the second paragraph thereof, by adding the language in italics as follows:

27-372.2* * *

Members of the Police Department *and employees of the Department of Streets and Sanitation are hereby authorized to issue a notice of parking violation and* may authorize the immediate removal of any hazardous dilapidated motor vehicle where such vehicle is left in full view of the general public, whether on public or private property. Any vehicle so removed shall be towed to a City vehicle pound. The owner of a vehicle towed under the provisions of this subsection shall be entitled to notice, pursuant to Section 4-205 of the Illinois Vehicle Code, of the right to request a hearing regarding the validity of the tow and any towing or storage charges as provided in Section 27-367 of this chapter. The Commissioner of Streets and Sanitation shall authorize the disposal of unclaimed hazardous dilapidated motor vehicles as provided in Sections 4-208 and 4-209.1 of the Illinois Vehicle Code, as amended.

SECTION 3. This ordinance shall be in full force and effect upon passage.

LOADING ZONES ESTABLISHED AND AMENDED
ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (September 13, October 4, 25, November 15 and 29, 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 all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

On motion of Alderman Laurino, the said proposed substitute 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

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

Establishment Of Loading Zones.

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

SECTION 1. That in accordance with the provisions of Section 27-410 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

Public Way	Distance And Hours
West Armitage Avenue (North side)	From a point 20 feet west of North Seminary Avenue, to a point 20 feet west thereof -- valet parking;
North Ashland Avenue (West side)	From a point 20 feet south of West Pierce Avenue, to a point 48 feet south thereof -- at all times -- Monday through Saturday;

Public Way	Distance And Hours
West Chicago Avenue (North side)	From a point 286 feet east of North Lavergne Avenue, to a point 25 feet east thereof -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;
North Clark Street (West side)	From a point 90 feet north of West Belden Avenue, to a point 25 feet north thereof -- 9:00 A.M. to 9:00 P.M.;
South Cyril Avenue (West side)	From a point 45 feet south of West 71st Place, to a point 25 feet south thereof -- no exceptions;
West Diversey Avenue (North side)	From a point 30 feet east of North Neva Avenue, to a point 25 feet north thereof -- 6:00 P.M. to 1:00 A.M. -- Monday through Saturday;
West Erie Street (South side)	From a point 30 feet west of North Franklin Street, to a point 35 feet west thereof -- at all times;
West Erie Street (South side)	From a point 80 feet west of North Orleans Street, to a point 45 feet west thereof -- at all times;
West Fullerton Avenue (North side)	From a point 60 feet east of North McVicker Avenue, to a point 40 feet east thereof -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;
West Institute Place (South side)	From a point 145 feet east of North Franklin Street, to a point 25 feet east thereof -- at all times;
North Kilbourn Avenue (East side)	From a point 60 feet south of West Augusta Boulevard, to a point 100 feet south thereof -- 7:00 A.M. to 12:00 Midnight -- Monday through Friday;
North LaSalle Street (West side)	From a point 60 feet south of West Illinois Street, to a point 30 feet south thereof -- at all times;

Public Way	Distance And Hours
North Lavergne Avenue	At 919 -- handicapped loading zone;
North Lincoln Avenue (West side)	From a point 415 feet north of North Sheffield Avenue, to a point 25 feet north thereof -- 6:00 P.M. to 12:00 Midnight -- valet parking;
North Lincoln Avenue (West side)	From a point 350 feet north of North Larrabee Street, to a point 25 feet north thereof -- 6:00 P.M. to 12:00 Midnight -- valet parking;
North Lincoln Park West	From a point 60 feet north of West Belden Avenue, to a point 25 feet north thereof -- 6:00 P.M. to 12:00 Midnight -- valet parking;
South Michigan Avenue (East side)	From a point 258 feet south of East 18th Street, to a point 50 feet south thereof and from a point 342 feet south of East 18th Street, to a point 40 feet south thereof -- at all times -- no exceptions;
North Milwaukee Avenue (East side)	From a point 96 feet west of North Monticello Avenue, to a point 30 feet west thereof -- 9:00 A.M. to 9:00 P.M. -- 7 days a week;
South Morgan Street (West side)	From a point 173 feet south of West 33rd Place, to a point 25 feet south thereof -- 7:00 A.M. to 9:00 P.M. -- no exceptions;
West North Avenue (North side)	From a point 60 feet west of North North Park Avenue, to a point 25 feet west thereof -- handicapped loading zone;
West North Avenue (South side)	From a point 90 feet west of North Wells Street, to a point 25 feet west thereof -- at all times -- Sunday through Saturday;
North Northwest Highway (East side)	From a point 20 feet south of North Merrimac Avenue, to a point 25 feet south thereof -- 6:00 A.M. to 4:00 P.M. -- Monday through Saturday;

Public Way	Distance And Hours
North Orleans Street (East side)	From a point 15 feet north of West Erie Street, to a point 25 feet north thereof -- 11:00 A.M. to 3:00 A.M. -- valet service;
East Pearson Street (North side)	From a point 205 feet east of North Rush Street, to a point 25 feet east thereof -- 11:30 A.M. to 12:00 Midnight;
West Randolph Street (South side)	Service drive from a point 102 feet west of North Carpenter Street, to a point 25 feet west thereof -- at all times;
North Sacramento Avenue (West side)	From a point 20 feet south of West Fitch Avenue, to a point 120 feet south thereof - 6:00 A.M. to 9:00 P.M.;
North Sacramento Avenue (West side)	From a point 130 feet south of West Touhy Avenue, to a point 45 feet south thereof -- 6:00 A.M. to 9:00 P.M.;
North Sheridan Road (East side)	From a point 35 feet south of West Dakin Street, to a point 25 feet thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
North Sheridan Road (West side)	From a point 55 feet north of West Irving Park Road, to a point 25 feet north thereof -- 12:00 Midnight to 4:00 P.M. -- Monday through Friday;
East Superior Street (South side)	From a point 20 feet east of North Wabash Avenue, to a point 40 feet east thereof -- 11:30 A.M. to 12:00 Midnight -- all days -- valet service;
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. (Lunch) and 4:00 P.M. to 11:00 P.M. (Dinner);
South Vincennes Avenue	Starting at 4511 South Vincennes Avenue entrance -- handicapped loading zone;

Public Way	Distance And Hours
West Webster Avenue (South side)	From a point 75 feet west of North Halsted Street, to a point 50 feet west thereof -- 12:00 Noon to 10:00 P.M. -- no exceptions;
West Wilson Avenue (North side)	From a point 65 feet east of North Paulina Street, to a point 35 feet east thereof -- at all times;
West 18th Street (South side)	From a point 86 feet west of South Racine Avenue, to a point 34 feet west thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
West 18th Street (North side)	From a point 25 feet west of South Ada Street, to a point 24 feet west thereof -- at all times -- no exceptions;
West 19th Street (South side)	From a point 20 feet east of South Blue Island Avenue, to a point 50 feet east thereof -- at all times;
East 73rd Street (North side)	From a point 245 feet west of South Merrill Avenue, to a point 50 feet west thereof -- handicapped loading zone.

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. That an ordinance passed September 22, 1988, printed on page 17799 which reads: "North Halsted Street (east side) from a point 100 feet north of West Dickens Avenue, to a point 40 feet north thereof -- no parking, loading zone at all times" by striking "no parking, loading zone" and inserting "no parking, handicapped loading zone at all times".

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, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (June 22, 1988, July 19, September 13, October 4 and 25, 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 all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

On motion of Alderman Laurino, the said proposed substitute 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

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
First alley south of Archer Avenue	Between South Hamlin Avenue and South Ridgeway Avenue -- easterly;
South Artesian Avenue	From West 107th Street to West 108th Street -- southerly;
South Francisco Avenue	From West 25th Street to West 26th Street -- southerly;
South Hamlin Avenue	From South Archer Avenue to West 49th Street -- southerly;
South Maryland Avenue	From East 104th Street to East 106th Street -- southerly, also, East 106th Street, from South Maryland Avenue to South Cottage Grove Avenue -- westerly;
West Palmer Street	From North Melvina Avenue to North Narragansett Avenue -- westerly;
South Ridgeway Avenue	From South Archer Avenue to West 49th Street -- northerly;
West 49th Street	From South Hamlin Avenue to South Ridgeway Avenue -- easterly;
East 85th Street	From South Mackinaw Avenue to South Burley Avenue -- westerly;

Public Way	Limits And Direction
West 85th Street	From South Lawndale Avenue to West Rumsey Avenue -- westerly;
First east/west alley north of West 95th Street	Between South Peoria Street and South Green Avenue -- westerly;
First east/west alley north of West 95th Street	Between South Lafayette Avenue and South Perry Avenue -- 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 December 1, 1981, page 8208 of the Journal of Proceedings of said date, restricting the movement of vehicular traffic to a single direction on portions of designated streets, which reads: "South Baltimore Avenue, from East 86th Street to South Chicago Avenue" by striking: "South Chicago Avenue" and inserting in lieu thereof: "East 91st Street -- northerly" also add: "South Baltimore Avenue, from East 91st Street to South Chicago Avenue -- southerly".

SECTION 2. Amend an ordinance passed September 13, 1989, printed on page 4849 of the Journal of Proceedings of said date, restricting vehicle traffic to a single direction on portions of designated streets and alleys be and the same is hereby amended by striking the following:

"South Francisco Avenue	From West 102nd Place to West 103rd Street -- southerly".
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SECTION 3. That an ordinance passed September 15, 1971, printed on page 1122 of the Journal of Proceedings of said date, restricting vehicle traffic movement to a single direction on portions of designated streets and alleys be and the same is hereby amended by striking the following:

"South Green Bay Avenue	From South Harbor Avenue to East 89th Street -- northerly".
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SECTION 4. That an ordinance passed May 10, 1959, printed on page 853 of the Journal of Proceedings of said date, restricting vehicle traffic movement to a single direction on portions of designated streets and alleys be and the same is hereby amended by striking the following:

"West 56th Street

From South Claremont Avenue to South Western Avenue -- westerly".

SECTION 5. That an ordinance passed February 13, 1985, printed on page 13548 of the Journal of Proceedings of said date, restricting vehicle traffic movement to a single direction on portions of designated streets and alleys be and the same is hereby amended as follows: "South Sawyer Avenue, from West 110th Street to West 112th Place" by striking: "West 112th Place" and inserting in lieu thereof: "the first alley north of West 111th Street -- single direction -- northerly" also add: "South Sawyer Avenue, from West 112th Place to West 111th Street -- single direction -- northerly".

SECTION 6. This ordinance shall take effect and be in force hereinafter its passage and publication.

PARKING METER AREAS ESTABLISHED AND AMENDED
ON PORTIONS OF DESIGNATED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (October 25, November 15 and 29, 1989) proposed ordinances to establish and amend parking meters on designated streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

On motion of Alderman Laurino, the said proposed substitute 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

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 Parking Meter Areas.

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 areas as follows:

Street	Limits
South Hale Avenue (West side)	From West Monterey Avenue to West Pryor Avenue and (east side) from West Monterey Avenue to a point 306 feet north thereof -- Monday through Saturday -- 8:00 A.M. to 6:00 P.M. -- 25 cents for each hour -- 10-hour meters -- establishment of new Parking Meter Area 206 M-H (Monterey-Hale);

Street	Limits
South Homewood Avenue (Both sides)	From West Monterey Avenue to a point 272 feet north thereof -- Monday through Saturday -- 8:00 A.M. to 6:00 P.M. -- 25 cents for each hour -- 2-hour meters -- establishment of new Parking Meter Area 206 M-H (Monterey-Hale);
North Clark Street (Both sides)	From West Armitage Avenue to West Belden Avenue -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- 25 cents for each hour -- 2-hour meters -- establishment of new Parking Meter Area 449 LP (Lincoln Park) -- 2-hour limit.

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

Amendment Of Parking Meter Areas.

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to cause the removal of the following meters numbered 1086, 1087, 1088, 1089, 1102, 1103, 1104 and 1105 permanently from West Hubbard Street, between North Orleans and North Franklin Streets.

SECTION 2. That the Commissioner of Public Works is hereby authorized and directed to remove parking meter number 254-1030 from the south side of West North Avenue, west of North Wells Street, at intersection.

SECTION 3. That the Commissioner of Public Works is hereby authorized and directed to extend Parking Meter Area 258 (northwest side) by erecting meters on West Monroe Street, both sides, between South Halsted Street and South Morgan Street and on South Sangamon Street, both sides, between West Monroe Street and West Madison Street, 25 cents for 30 minutes, 2-hour limit, 8:00 A.M. to 6:00 P.M., Monday through Saturday.

SECTION 4. 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, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (January 27, March 30, September 22, November 16 and 30, 1988, January 18, February 16, March 8, 29, April 26, June 28, July 19, September 13, October 4, 15, 25, November 15 and 29, 1989) proposed ordinances to establish and amend parking restrictions 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 all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

On motion of Alderman Laurino, the said proposed substitute 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr -- 47.

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 Of Parking 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 Agatite Avenue	At 5048 (except for Handicapped Permit 4418);
South Artesian Avenue	At 8140 (except for Handicapped Permit 4447);
North Austin Avenue	At 3019 (except for Handicapped Permit 4396);
South Avenue H	At 10516 (except for Handicapped Permit 4442);
South Avenue H	At 10530 (except for Handicapped Permit 4471);
South Avenue L	At 9826 (except for Handicapped Permit 4439);
South Avenue L	At 9738 (except for Handicapped Permit 4440);
South Avenue M	At 9531 (except for Handicapped Permit 4441);
South Avenue M	At 10338 (except for Handicapped Permit 4328);
South Avenue O	At 10738 (except for Handicapped Permit 4329);
North Avers Avenue	At 1429 (except for Handicapped Permit 4489);
South Baltimore Avenue (East side)	From East 91st Street to a point 75 feet south thereof;

Public Way	Area
South Baltimore Avenue (West side)	From East 91st Street to a point 200 feet south thereof (public benefit);
West Berenice Avenue	At 6329 (except for Handicapped Permit 4499);
West Byron Street	At 4920 (except for Handicapped Permit 4417);
West Cahill Terrace	At 7853 (except for Handicapped Permit 4404);
North California Avenue	At 5342 (except for Handicapped Permit 4408);
North Carpenter Street (West side)	From a point 115 feet north of West Washington Boulevard, to a point 25 feet north thereof;
South Charles Street	At 9866 (except for Handicapped Permit 4357);
North Clark Street (West side)	From a point 20 feet south of West Elm Street, to a point 180 feet south thereof and on West Elm Street (south side) from a point 20 feet west of North Clark Street, to a point 60 feet west thereof;
West Cortez Street	At 4932 (except for Handicapped Permit 4399);
West Cortez Street	At 5421 (except for Handicapped Permit 4401);
South Crandon Avenue	At 6811 (except for Handicapped Permit 4435);
North Delphia Avenue	At 5369 (except for Handicapped Permit 4411);
South Dorchester Avenue	At 5331 (except for Handicapped Permit 4434);

Public Way	Area
South Elizabeth Street	At 11750 (except for Handicapped Permit 4451);
South Emerald Avenue	At 9727 (except for Handicapped Permit 3843);
West Foster Avenue	At 6734 (except for Handicapped Permit 4458);
North Hamilton Avenue	At 2216 (except for Handicapped Permit 4387);
South Hamlin Avenue	At 7133 (except for Handicapped Permit 4446);
North Harding Avenue	At 918 (except for Handicapped Permit 4454);
West Higgins Avenue	At 5717 (except for Handicapped Permit 4420);
South Honore Street	At 3646 (except for Handicapped Permit 4474);
South Houston Avenue	At 9728 (except for Handicapped Permit 4331);
North Hoyne Avenue	At 6449 (except for Handicapped Permit 4424);
South Indiana Avenue	At 7540 (except for Handicapped Permit 4318);
South Indiana Avenue	At 8300 (except for Handicapped Permit 4466);
North Kilbourn Avenue	At 4903 (except for Handicapped Permit 4457);
South Kilpatrick Avenue	At 4318 (except for Handicapped Permit 3738);
South Kimbark Avenue	At 5545 (except for Handicapped Permit 4436);

Public Way	Area
South Laflin Street	At 6408 (except for Handicapped Permit 4480);
North Lockwood Avenue	At 734 (except for Handicapped Permit 4400);
South Loomis Boulevard	At 8251 (except for Handicapped Permit 4355);
South Loomis Street	At 11401 (except for Handicapped Permit 4450);
South Lowe Avenue	At 11414 (except for Handicapped Permit 4468);
South Marshfield Avenue	At 6506 (except for Handicapped Permit 4348);
North Mason Street	At 17 (except for Handicapped Permit 4370);
South May Street	At 6728 (except for Handicapped Permit 4478);
South Michigan Avenue	At 8005 (except for Handicapped Permit 4316);
North Mobile Avenue	At 2904 (except for Handicapped Permit 4493);
North Monitor Avenue	At 4445 (except for Handicapped Permit 4405);
North Mulligan Avenue	At 4355 (except for Handicapped Permit 4503);
West Nelson Street	At 1243 (except for Handicapped Permit 4460);
North New England Avenue	At 3512 (except for Handicapped Permit 4497);
West Newport Avenue	At 1249 (except for Handicapped Permit 4462);

Public Way	Area
West Oakdale Avenue	At 622 (except for Handicapped Permit 4416);
West Oakdale Avenue	At 1057 (except for Handicapped Permit 4504);
North Oriole Avenue	At 3510 (except for Handicapped Permit 4397);
West Patterson Avenue	At 4739 (except for Handicapped Permit 4394);
North Paulina Street	At 4144 (except for Handicapped Permit 4422);
North Paulina Street	At 4201 (except for Handicapped Permit 4423);
North Pine Avenue (East side)	From a point 155 feet south of West Race Avenue, to a point 35 feet south thereof (public benefit);
North Ridgeway Avenue	At 1723 (except for Handicapped Permit 4247);
South Ridgeway Avenue	At 2448 (except for Handicapped Permit 4363);
South St. Lawrence Avenue	At 7240 (except for Handicapped Permit 4314);
South St. Lawrence Avenue	At 8617 (except for Handicapped Permit 4437);
North St. Louis Avenue	At 2728 (except for Handicapped Permit 4507);
South St. Louis Avenue	At 2823 (except for Handicapped Permit 4448);
North Sayre Avenue	At 3629 (except for Handicapped Permit 4456);

Public Way	Area
West School Street	At 6017 (except for Handicapped Permit 4502);
North Spaulding Avenue	At 2950 (except for Handicapped Permit 3902);
West Summerdale Avenue	At 2842 (except for Handicapped Permit 4410);
North Tripp Avenue	At 2527 (except for Handicapped Permit 4395);
South Tripp Avenue	At 6421 (except for Handicapped Permit 4475);
North Troy Avenue	At 3030 (except for Handicapped Permit 4389);
South Trumbull Avenue	At 10509 (except for Handicapped Permit 4356);
South Union Avenue	At 3646 (except for Handicapped Permit 4472);
South Wabash Avenue	At 4709 (except for Handicapped Permit 4432);
West Wellington Avenue	At 4167 (except for Handicapped Permit 4452);
West West End Avenue	At 4951 (except for Handicapped Permit 4495);
West 17th Street	At 1649 (except for Handicapped Permit 4488);
West 19th Street	At 2251 (except for Handicapped Permit 4367);
West 21st Place	At 2247 (except for Handicapped Permit 4449);
West 22nd Place	At 2740 (except for Handicapped Permit 4487);

Public Way	Area
West 39th Place	At 2517 (except for Handicapped Permit 4473);
West 63rd Place	At 6438 (except for Handicapped Permit 4364);
West 63rd Place	At 6459 (except for Handicapped Permit 4486);
West 80th Street	At 2025 (except for Handicapped Permit 4482);
East 91st Street	At 70 (except for Handicapped Permit 4319);
East 92nd Street	At 532 -- 536 (except for Handicapped Permit 4438);
East 93rd Street	At 1716 (except for Handicapped Permit 4330);
East 96th Street (Both sides)	Between South Indiana Avenue and South Michigan Avenue.

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

Amendment Of Parking Prohibition At All Times.

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

SECTION 1. That an ordinance passed February 2, 1987 by the City Council prohibiting the parking of vehicles at all times on portions of designated streets, be and the same is hereby amended by striking therefrom the following:

"West Agatite Avenue (north side) from a point 200 feet east of North Hazel Street, to a point 25 feet east thereof (Handicapped Permit 1580)".

SECTION 1. Repeal ordinance passed June 28, 1989, page 3007, which reads: "South Hamlin Avenue (west side) from West 110th Place to the first alley south thereof" by striking: "West 110th Place" and inserting in lieu thereof: "West 110th Street -- parking prohibited during specified hours -- 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.

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 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 Aberdeen Street (East side)	From West Washington Boulevard to West Randolph Street -- 2-hour parking -- at all times -- Sunday through Saturday;
North Carpenter Street (West side)	From West Washington Boulevard to West Randolph Street -- 2-hour parking -- at all times -- Sunday through Saturday;
North Clark Street (West side)	From a point 85 feet north of West Lawrence Avenue, to a point 70 feet north thereof -- 30-minute parking -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday;
South Normal Avenue (East side)	From a point 20 feet north of West 31st Street, to a point 71 feet north thereof -- 30-minute parking -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday;
West Randolph Street (South side)	Service drive from North Carpenter Street to North Aberdeen Street -- 2-hour parking -- at all times;

Public Way	Limits And Time
West 40th Place (Both sides)	From South California Avenue to the first alley west thereof -- 1-hour parking -- at all times -- (public benefit);
West 48th Street (North side)	From South Harding Avenue to the first alley east thereof -- 1-hour parking -- 9:00 A.M. to 9:00 P.M.;
East 83rd Street (North side)	From a point 66 feet east of South Escanaba Avenue, to a point 25 feet east thereof -- 30-minute parking -- 6:00 A.M. to 9:00 P.M. -- Monday through Saturday.

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

Repeal Of Parking Limitation During Specified Hours.

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

SECTION 1. Repeal ordinance passed June 22, 1988, printed on page 14696, which reads: "North LaCrosse Avenue (east side) from North Elston Avenue to West Foster Avenue -- 2-hour parking -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday".

SECTION 2. 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, for the following locations:

Street	Limits
West Ainslie Street (North side)	From North Laramie Avenue to the bridge over the John F. Kennedy Expressway -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday -- Zone 101;
West Argyle Street (South side)	From North Leclaire Avenue to North Laramie Avenue -- Monday through Friday -- 6:00 A.M. to 6:00 P.M. -- Zone 101;
North Mango Avenue (East side)	From 3001 North to 3059 North -- at all times -- Zone 233 ;
South Paulina Street (Both sides)	From West 36th Street to West 37th Street -- at all times;
West Schiller Street (North side)	From North LaSalle Street to first north-south alley east of North Wells Street -- at all times -- Zone 261;
South Wabash Avenue (Both sides)	From East 88th Street to 89th Street -- at all times -- Zone 234.

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. That an ordinance passed June 22, 1988, printed on page 14697 of the Journal of Proceedings of said date, which established residential permit parking on portions of designated streets, is hereby amended as follows:

West Byron Street
(Both sides)

Between North Kimball Avenue
and North St. Louis Avenue

by striking:

"North Kimball Avenue"

and inserting in lieu thereof:

"North Bernard Street".

SECTION 2. That an ordinance heretofore passed by the City Council establishing resident permit parking on designated portions of streets is hereby amended as follows:

repeal:

South Champlain Avenue
(Both sides)

From 8600 to 8700 south -- Zone 130 -- at
all times.

SECTION 3. That an ordinance passed November 6, 1988, which established resident permit parking on designated portions of streets, is hereby amended as follows:

by striking:

"North Northcott Avenue

Between West Hurlbut Street and West
Somerset Avenue"

and inserting in lieu thereof:

"North Northcott Avenue

Between West Hobart Avenue and West
Somerset Avenue -- (both sides) -- at all
times -- (also signs are being changed to
Zone 49)".

SECTION 4. That an ordinance passed December 14, 1988, printed on page 21516 of the Journal of Proceedings of said date establishing residential permit parking on portions of designated streets, is hereby amended as follows:

North Olcott Avenue
(Both sides)

From North Osceola Avenue to West
Seminole Avenue -- 8:00 A.M. to 4:00
P.M. -- Zone 83

by striking:

"8:00 A.M. to 4:00 P.M."

and inserting in lieu thereof:

"at all times".

SECTION 5. Amend ordinance passed December 16, 1987, printed on page 7457 of the Journal of Proceedings of said date which established residential permit parking on portions of designated streets, is hereby amended as follows:

West Talcott Avenue

At 7200 to 7322 -- at all times -- Zone 14

by striking:

"at all times"

and inserting in lieu thereof:

"8:00 A.M. to 4:00 P.M."

SECTION 6. 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
North Olcott Avenue (East side)	From West Addison Street to the first alley south thereof -- diagonal parking;
West Raven Street (South side)	Between North Milwaukee Avenue and the first alley east -- diagonal parking.

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

SPEED LIMITATION ESTABLISHED ON PORTION OF
WEST BLACKHAWK STREET.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (October 4, 1989) a proposed ordinance for speed limitation, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present with no dissenting vote.

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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-212 of the Municipal Code of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the streets or other public ways designated within the limits specified;

Street	Limits And Speed
West Blackhawk Street	1600 block -- 25 miles per hour.

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, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (September 13, October 15, 25, November 15 and 29, 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 all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO.
Chairman.

On motion of Alderman Laurino, the said proposed substitute 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

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 specified standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic. The Commissioner of Public Works is hereby authorized and directed to install traffic signs designating the hour of prohibition along said routes:

Public Way

Limit And Time

West Altgeld Street
(South side)

From a point 145 feet east of North Lincoln Avenue, to a point 20 feet east thereof -- at all times -- across driveway;

Public Way	Limit And Time
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;
South Bell Avenue (Both sides)	From West 13th Street to a point 150 feet south thereof -- at all times;
West Bittersweet Place (South side)	From a point 200 feet west of North Marine Drive, to a point 20 feet west thereof -- at all times;
North Burling Street (West side)	From a point 875 feet north of West Willow Street, to a point 25 feet north thereof -- at all times -- (driveway);
North California Avenue (West side)	From a point beginning at first alley north of West Addison Street, to a point 40 feet thereof -- at all times -- (public benefit);
North Clarendon Avenue (East side)	At 4343 -- at all times -- two driveways;
North Clarendon Avenue (West side)	From a point 90 feet north of West Junior Terrace, to a point 85 feet north thereof -- at all times;
South Clark Street (West side)	From South Archer Avenue to West Cermak Road -- at all times;
South Clark Street (East side)	From South Archer Avenue to West Cermak Road -- at all times;
South Clark Street (Both sides)	From West Roosevelt Road to South Archer Avenue -- at all times;
East Chicago Avenue	From a point 90 feet west of South Vanderpoel Avenue, to a point 185 feet west thereof -- at all times;
North Dearborn Street (West side)	From a point 20 feet north of West Ontario Street, to a point 110 feet north thereof -- at all times;

Public Way	Limit And Time
North Kenmore Avenue (East side)	From a point 90 feet south of West Diversey Avenue, to a point 25 feet south thereof -- at all times -- across driveway;
North Lake Shore Drive (North side)	West Addison Street from a point 105 feet west of North Marine Drive, to a point 175 feet west thereof -- at all times;
East Oak Street (South side)	From a point 30 feet west of North Rush Street, to a point 25 feet west thereof -- at all times;
West Ontario Street (North side)	From a point 140 feet east of North Clark Street, to a point 25 feet east thereof -- 11:30 A.M. to 4:00 P.M. and 6:00 P.M. to 12:00 Midnight -- all days -- valet service;
North Sheffield Avenue (East side)	From a point 50 feet north of North Maud Avenue, to a point 195 feet north thereof -- school days -- 7:30 A.M. to 4:30 P.M. -- except for school buses;
North Wells Street	At 1401, alongside on West Schiller Street at each side of driveway -- 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. That an ordinance passed by the City Council on October 31, 1984, printed on page 10691 of the Journal of Proceedings of said date, which established no parking, tow-away zones on designated portions of streets, is hereby amended as follows, by striking:

"West Bryn Mawr Avenue
(North side)

From a point 35 feet east of North Kenmore Avenue, to a point 35 feet east thereof -- no parking, tow-away zone"

and inserting in lieu thereof:

"West Bryn Mawr Avenue
(North side)

From a point 35 feet east of North Kenmore Avenue, to a point 35 feet east thereof -- no parking, tow-away zone -- except for school buses".

SECTION 2. That an ordinance passed by the City Council on July 1, 1963, printed on page 530 of the Journal of Proceedings of said date, which established no parking, tow-away zones on portions of designated streets, is hereby amended to read:

North Marine Drive
(West side)

From a point 205 feet south of Junior Terrace, to a point 250 feet south thereof -- no parking, tow-away zone -- at all times.

SECTION 3. 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, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (June 28, July 19, September 13, October 4, 25, November 15 and 29, 1989) proposed ordinances and orders to

erect and amend traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance and order submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

On motion of Alderman Laurino, the said proposed substitute ordinance 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr -- 47.

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
West Altgeld Street and North Nordica Avenue	"All-Way Stop" signs;
South Anthony Avenue and East 83rd Street	"All-Way Stop" signs;

Street	Type Of Sign
South Archer Avenue and South Keeler Avenue	"No Turn On Red -- 7:00 A.M. to 7:00 P.M." signs;
West Argyle Street and North Oakley Avenue	"All-Way Stop" signs;
Stopping South Avers Avenue for West 27th Street	"Stop" signs;
West Barry Avenue and North Nordica Avenue	"All-Way Stop" signs;
West Belden Avenue and North Lincoln Park West	"All-Way Stop" signs;
Stopping South Bell Avenue for West 102nd Street	"Stop" signs;
West Berteau Avenue and North Major Avenue	"All-Way Stop" signs;
South Blackstone Avenue and East 74th Street	"All-Way Stop" signs;
South Blackstone Avenue and East 84th Street	"All-Way Stop" signs;
South Blackstone Avenue and East 86th Street	"All-Way Stop" signs;
West Bradley Place and North Hoyne Avenue	"All-Way Stop" signs;
Stopping South Burnham Avenue for West 80th Street	"Stop" signs;
Stopping West Byron Street for North Neva Avenue	"Two-Way Stop" signs;
North Cicero Avenue southbound at West Gunnison Street	"No Right Turn -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday" signs;
South Coles Avenue and East 78th Street	"All-Way Stop" signs;

Street	Type Of Sign
West Cortland Street and North Hoyne Avenue	"All-Way Stop" signs;
West Cortland Street and North Leavitt Street	"All-Way Stop" signs;
South Coulter Street and South Leavitt Street	"All-Way Stop" signs;
Stopping South Dante Avenue for East 90th Street	"Stop" signs;
Stopping South Dante Avenue for East 85th Street	"Stop" signs;
North Delphia Avenue and West Summerdale Avenue	"All-Way Stop" signs;
West Dickens Avenue and North Hoyne Avenue	"All-Way Stop" signs;
Stopping South Drake Avenue for West 28th Street	"Stop" signs;
West Drummond Place and North Orchard Street	"All-Way Stop" signs;
West Eleanor Street and South Loomis Street	"All-Way Stop" signs;
Stopping South Emerald Avenue for West 96th Street	"Stop" signs;
For east and westbound traffic on West Eugenie Avenue at the intersection of North LaSalle Street	"No Turn On Red -- 7:00 A.M. to 7:00 P.M." signs;
West Grace Street and North Newland Avenue	"All-Way Stop" signs;
Stopping South Green Street for West 96th Street	"Stop" signs;

Street	Type Of Sign
For westbound traffic on West Gunnison Avenue at the intersection of North Mont Clare Avenue	"No Right Turn -- 3:00 P.M. to 6:00 P.M. -- Monday through Friday";
Stopping South Hamlin Avenue for West 54th Street	"Stop" signs;
Stopping South Harper Avenue for East 93rd Street	"Stop" signs;
South Hoyne Avenue and West 23rd Street	"All-Way Stop" signs;
Stopping South Hoyne Avenue for West 92nd Street	"Stop" signs;
Stopping South Hoyne Avenue for West 109th Street	"Stop" signs;
Stopping South Indiana Avenue for East 117th Street	"Stop" signs;
Stopping West Isham Avenue for North Oriole Avenue	"Two-Way Stop" signs;
Stopping South Justine Avenue for West 94th Street	"Stop" signs;
Stopping South Kedvale Avenue for West 49th Street	"Stop" signs;
Stopping North Kenneth Avenue for West George Street	"Two-Way Stop" signs;
Stopping South Keeler Avenue for West 27th Street	"Stop" signs;
Stopping South Kostner Avenue for West 82nd Street	"Stop" signs;
Stopping South Kilpatrick Avenue for West 62nd Street	"Stop" signs;
North Lamon Avenue and West Argyle Street	"All-Way Stop" signs;

Street	Type Of Sign
North Lamon Avenue and West Roscoe Street	"All-Way Stop" signs;
Stopping South Lawndale Avenue for West 19th Street	"Stop" signs;
Stopping North Leavitt Street for West Winona Street	"Stop" signs;
Stopping North Leclaire Avenue for West Nelson Street	"Two-Way Stop" signs;
South Leclaire Avenue and West 52nd Street	"All-Way Stop" signs;
Stopping South LaSalle Street for West 100th Street	"Stop" signs;
Stopping South Lowe Avenue for West 86th Street	"Stop" signs;
Stopping South Lowe Avenue for West 88th Street	"Stop" signs;
Stopping South Lowe Avenue for West 98th Street	"Stop" signs;
Stopping North Maplewood Avenue for West Leland Avenue	"Stop" signs;
Stopping South Maplewood Avenue for West 112th Street	"Stop" signs;
West Melrose Street and North Greenview Avenue	"All-Way Stop" signs;
North Melvina Avenue and West Fletcher Street	"All-Way Stop" signs;
Stopping South Millard Avenue for West 54th Street	"Stop" signs;
Stopping North Monticello Avenue for West Cornelia Avenue	"Stop" signs;

Street	Type Of Sign
North New England Avenue and West Barry Avenue	"All-Way Stop" signs;
Stopping north and southbound traffic on North North Park Avenue at West Schiller Street	"Stop" signs;
North Oakley Avenue and West Belden Avenue	"All-Way Stop" signs;
North Oakley Avenue and West Shakespeare Avenue	"All-Way Stop" signs;
Stopping South Oakley Avenue for West 73rd Street	"Stop" signs;
Stopping South Oakley Avenue for West 74th Street	"Stop" signs;
North Oak Park Avenue and North Nettleton Avenue at West Raven Street	"All-Way Stop" signs;
Stopping North Ogallah Avenue for West Isham Avenue	"Stop" signs;
North Overhill Avenue and West Bryn Mawr Avenue	"All-Way Stop" signs;
Stopping South Perry Avenue for East 91st Street	"Stop" signs;
Stopping West Pippin Street for South Ridgeway Avenue	"Stop" signs;
South Princeton Avenue and West 37th Street	"All-Way Stop" signs;
Stopping South Princeton Avenue for West 100th Street	"Stop" signs;
West Polk Street and South Laflin Street	"All-Way Stop" signs;

Street	Type Of Sign
Stopping South St. Louis Avenue for West 109th Street	"Stop" signs;
Stopping West Schubert Avenue for North Southport Avenue	"Stop" signs;
North Spaulding Avenue and West Sunnyside Avenue	"All-Way Stop" signs;
South Spaulding Avenue and West 60th Place	"All-Way Stop" signs;
Stopping South Throop Street for West 88th Street	"Stop" signs;
Stopping South Tripp Avenue for West 27th Street	"Stop" signs;
Stopping South Tripp Avenue for West 48th Street	"Stop" signs;
Stopping South Union Avenue for West 96th Street	"Stop" signs;
South University Avenue and East 98th Street	"All-Way Stop" signs;
Stopping South Washtenaw Avenue for West 52nd Street	"Stop" signs;
East/westbound traffic on West Waveland Avenue at North Fremont Street	"Stop" signs;
South Wells Street and West 37th Street	"All-Way Stop" signs;
South Wentworth Avenue and West 97th Street	"All-Way Stop" signs;
West Willow Street and North Marcey Street	"All-Way Stop" signs;
North Wolcott Avenue and West Wabash Avenue	"All-Way Stop" signs;

Street	Type Of Sign
Stopping South Wolcott Avenue for West 78th Street	"Stop" signs;
West 24th Street and South Leavitt Street	"All-Way Stop" signs;
Stopping West 44th Street for South LaCrosse Avenue	"Stop" signs;
Stopping West 44th Street for South Lavergne Avenue	"Stop" signs;
Stopping East 45th Street for South Ellis Avenue	"Stop" signs;
West 56th Street and South Homan Avenue	"All-Way Stop" signs;
West 64th Street and South Knox Avenue	"All-Way Stop" signs;
West 69th Street and South Harvard Avenue	"All-Way Stop" signs;
Stopping East 70th Street for South Harper Avenue	"Stop" signs;
Stopping West 72nd Place for South Laflin Street	"Stop" signs;
Stopping East 72nd Street for South Calumet Avenue	"Stop" signs;
Stopping East 72nd Street for South Kimbark Avenue	"Stop" signs;
Stopping West 78th Street for South Sawyer Avenue	"Stop" signs;
East 81st Street and South Kenwood Avenue	"All-Way Stop" signs;
Stopping West 81st Street for South May Street	"Stop" signs;

Street	Type Of Sign.
West 81st Street and South Wolcott Avenue	"All-Way Stop" signs;
Stopping East 84th Street for South Dorchester Avenue	"Stop" signs;
Stopping East 86th Street for South Bennett Avenue	"Stop" signs;
Stopping West 88th Place for South Eberhart Avenue	"Stop" signs;
Stopping East 91st Street for South Michigan Avenue	"Stop" signs;
Stopping West 92nd Street for South Bishop Street	"Stop" signs;
Stopping West 96th Street for South Morgan Street	"Stop" signs;
Stopping West 96th Street for South Wallace Avenue	"Stop" signs;
Stopping East 98th Street for South Drexel Avenue	"Stop" signs;
Stopping East 98th Street for South Ellis Avenue	"Stop" signs;
Stopping West 100th Street for South Emerald Avenue	"Stop" signs;
Stopping West 101st Street for South Wallace Avenue	"Stop" signs;
Stopping West 105th Place for South Seeley Avenue	"Stop" signs;
Stopping West 106th Street for South Troy Street	"Stop" signs;
West 109th Street and Talman Avenue	"All-Way Stop" signs.

Amendment Of Traffic Warning Signs.

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

SECTION 1. That an ordinance passed by the City Council on May 10, 1989, page 889 of the Journal of Proceedings of said date to erect traffic warning signs on designated streets is hereby amended by striking therefrom the following:

"Stopping east-westbound
traffic on East 107th Street
at the intersection of South
Edbrooke Avenue

"Two-Way Stop' signs".

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

INSTALLATION OF "CLOSED TO TRAFFIC" SIGNS AT
SPECIFIED LOCATIONS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (October 25, November 15 and 29, 1989) proposed orders to close to vehicular traffic 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 all members of the committee present with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to give consideration to close to traffic signs at the following locations:

Street	Limits
West Dakin Street	At 6100 -- close to traffic September 1989 through June 7, 1990 -- 8:00 A.M. to 8:30 A.M. -- 2:30 P.M. to 3:00 P.M. -- Monday through Friday;
North Greenview Avenue	Between West North Shore Avenue and West Pratt Avenue -- close to traffic on all school days -- 8:30 A.M. to 9:00 A.M.;
South Honore Street	From Garfield Boulevard to the first alley north -- close to traffic November 30, 1989 through June 10, 1990 -- 8:05 A.M. to 8:30 A.M. -- 11:30 A.M. to 12:30 P.M. -- 2:15 P.M. to 2:30 P.M. -- (Saint Basil School);
South Richmond Street	From West 65th Street to West 66th Street; and
South Sacramento Avenue	From West 65th Street to West 66th Street -- close to traffic September 10, 1989 through June 10, 1990 -- Monday through Friday -- 8:30 A.M. to 9:00 A.M. and 2:30 P.M. to 3:00 P.M.

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, February 7, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (October 4 and 25, 1989) proposed ordinances to limit the weight of trucks and commercial vehicles on portions of designated streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

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 Kenmore Avenue	In the 2700 block -- 5 tons;
North Long Avenue	From North Elston Avenue to North Lynch Avenue -- 5 tons;
East 76th Street	From South Jeffery Boulevard to South Yates Boulevard -- 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 recommendations?*" and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr -- 47.

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, February 7, 1990.

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 (September 23, 1983, November 28, 1984, March 20, September, 1985, January 8, June 24, 28, July 19, September 13, October 4, 25, November 15 and 29, 1989) concerning traffic regulations and traffic signs, et cetera as follows:

Parking Prohibited At All Times:

West Addison Street	At 6252;
West Cermak Road	At 1748;
West Chicago Avenue	At 2501;
North Drake Avenue	At 2740;
West Fulton Street	At 5819;
West Highland Avenue	At 1544;
South Jefferson Street	At 1922;
North Marshfield Avenue	At 824;
West Newport Avenue	At 1902;
North Page Avenue	At 3603;
West Patterson Avenue	At 7731;

South Paulina Street	At 7258;
North Sacramento Avenue	At 3605;
South Throop Street	At 9900 to 9914;
West Warwick Avenue	At 5808;
North Whipple Street	At 4930.

Parking Prohibited During Specified Hours:

South Leavitt Street	On the 2400 block -- 8:00 A.M. to 4:30 P.M. -- all school days;
West 19th Street (South side)	Between South Allport and South Throop Streets -- 8:00 A.M. to 4:30 P.M. -- all school days.

Residential Parking:

South Hale Avenue	From West 118th Street to West 119th Street -- at all times;
South Hermitage Avenue (Both sides)	From West 37th Street to West 38th Street -- at all times;
South Hoyne Avenue (Both sides)	From West 35th Street to West 36th Street;
West Wellington Avenue	On the 2200 block -- 5:00 P.M. to 7:00 A.M. -- on weekdays;
West 37th Street	And West 38th Street, from the east side of South Wood Street to the east side of South Paulina Street;
West 47th Place (Both sides)	And West 48th Place and on both sides of South Wallace Street to South Halsted Street.

Single Direction:

North Albany Avenue	From West Roscoe Street to North Elston Avenue -- northerly;
South Mozart Street (East side)	Post to face first driveway south at strip mall -- southerly.

Loading Zone:

West Erie Street	At 303 -- at all times.
------------------	-------------------------

Speed Limitations:

North Fairfield Avenue	Alley between the 2500 block and the 2500 block of North Washtenaw Avenue -- 5 miles per hour;
North Washtenaw Avenue	On the 2500 block to the 2600 block of North Fairfield Avenue -- 15 miles per hour.

Traffic Lane Tow-Away Zones:

North Cleveland Avenue	At 2310 -- at all times;
West Dickens Avenue	At 411 -- at all times;
South Loomis Street	At 1840 -- at all times;
West Willow Street	At 641 -- at all times.

Traffic Warning Signs:

(October 25, 1989) "Four-Way Stop" signs -- South Bell Avenue and South Coulter Street;

(September 13, 1989) "Two-Way Stop" signs -- West Chelsea Avenue and South Vincennes Avenue;

(October 25, 1989) "All-Way Stop" signs -- West Drummond Place and North Orchard Street;

(September 13, 1989) "Stop" signs -- north/southbound traffic on South Genoa Avenue, at West 95th Street;

(July 19, 1989) "Four-Way Stop" signs -- West Gunnison Street and North Sheridan Road;

(September 13, 1989) "Stop" signs -- north/southbound on South Jefferson Boulevard, at East 77th Street;

(October 4, 1989) "Stop" signs -- North Landers Avenue and North Louise Avenue, stopping on North Landers Avenue;

(September 13, 1989) "Stop" signs -- South Lowe Avenue, at West 85th Street;

(October 4, 1989) "Stop" signs -- east/westbound traffic on West Montrose Avenue, at North Magnolia Avenue;

(September 13, 1989) "Stop" signs -- South Throop Street, at intersection of West 88th Street;

(October 4, 1989) "Stop" signs -- north/southbound traffic on South Torrence Avenue, at East 109th Street;

(October 25, 1989) "Four-Way Stop" signs -- West 24th Place and South Oakley Avenue;

(June 28, 1989) "Stop" signs -- east/westbound traffic on West 55th Street, at South Hoyne Avenue;

(September 13, 1989) "Stop" signs -- east/westbound traffic on East 76th Street, at intersection of South Kingston Avenue;

(September 13, 1989) "Stop" signs -- east/westbound traffic on East 81st Street at South Wabash Avenue;

(October 4, 1989) "Two-Way Stop" signs -- West 81st Street and South May Street;

(October 4, 1989) "Stop" signs -- east/westbound traffic on East 83rd Street, at South Langley Avenue;

(October 4, 1989) "All-Way Stop" signs -- East 87th Street and South Calumet Avenue;

(September 13, 1989) "Stop" sign -- east/westbound traffic on West 88th Street, at South Throop Street;

(September 13, 1989) "Stop" signs -- east/westbound traffic on West 97th Street, at South Ada Street;

(June 14, 1989) "Two-Way Stop" signs -- West 104th Street and South Maplewood Avenue, stopping (east/west) traffic.

Miscellaneous Signs:

South Archer Avenue

In the north alley from South Spaulding Avenue to South Christiana Avenue -- "No Thru Traffic";

West Chicago Avenue
(Both sides)

Between North Pulaski Road and North Central Park Avenue -- "No Parking -- Street Cleaning";

North Kedzie Boulevard
(Both sides)

Between West Armitage Avenue and West Logan Boulevard and on West Logan Boulevard (both sides) between North Western Avenue and North Kedzie Avenue -- "Curb Your Dog";

North Kostner Avenue

On the 4000, 4100 and 4300 blocks -- "Slow -- Children";

East 79th Street

And South Chappel Avenue -- "School Crossing".

Amend Parking Meters:

Removal of meters in front of 303 West Erie Street -- Meter Numbers 2970 and 2999.

Amend Traffic Warning Signs:

Removal of north/southbound traffic signs on South State Street at the intersection of 101st Street -- "Stop" sign.

Amend Weight Limitation Signs:

Amend ordinance by striking: "South Claremont Avenue from West 56th Street to West 59th Street -- 5 tons".

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 1-F.

The Committee on Zoning submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, which meeting was held on February 6, 1990, I beg leave to recommend that Your Honorable Body pass the ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

In addition, I beg leave to recommend the passage of two ordinances which were corrected and amended in their corrected form: Application Number 10573, an Institutional Planned Development and Application Number 10557, Central Area Parking Planned Development Number 284.

This recommendation was concurred in by the respective members of the committee with no dissenting votes.

At this time, I, along with Alderman Patrick Levar, move that this report be deferred and published with the exception of Application 10557 due to the fact that time is of the essence on this matter.

Regarding Application Number 10557, I move for passage by the last most favorable roll call vote of Finance.

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 Rush, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr -- 44.

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 Chicago Zoning Ordinance be amended by changing all the Central Area Parking Planned Development No. 284 and C3-7 Commercial-Manufacturing District symbols and indications as shown on Map No. 1-F in the area bounded by:

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

to the designation of Central Area Parking Planned Development No. 284, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Central Area Parking Planned Development Number 284
(As Amended)*

Plan Of Development

Statements.

1. Zoning control of the property for the purpose of this application is in the applicant, Lake/Franklin Corporation, as sole beneficiary of LaSalle National Bank, Trust No. 114361, the contract purchaser of the property from the owners, LaSalle National Bank, Trust No. 105824 and LaSalle National Bank, Trust No. 104557 and United Pacific Life Insurance Company, a Washington corporation, as sole beneficiary of both of said ownership trusts.
2. All applicant official reviews, approvals or permits are required to be obtained by the applicant or the successors, assignees, or grantees.
3. Any dedication or vacation of streets and alleys, or easements, or adjustments of rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of applicant or its successors, assignees, or grantees.
4. The following uses shall be permitted within the area delineated herein as Central Area Parking Planned Development No. 284, as amended: restaurants, retail and service type business uses, non-accessory parking and related uses. A minimum of 10,000 square feet of retail and related space shall be located at grade and oriented to Lake and Franklin Streets.
5. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Central Area Parking Planned Development, and stipulates the land use and development controls applicable to the site. The property shall be developed in general conformance with the site plan, elevation plan and landscape plan prepared by Walker Parking Consultants/Engineers, Incorporated dated as revised November 22, 1989 (the development plan) and on file with the Department of Planning.
6. Any service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.

7. Vehicular access shall be located near the western end of the Lake Street frontage and the southern end of the Franklin Street frontage. Egress shall be located near the southern end of the Franklin Street frontage. Access and egress as described shall be in accordance with the development plan.
8. The exterior facade shall be constructed in general conformance with the development plan and is intended to be architectural poured-in-place concrete, finished to resemble buff-colored Indiana limestone, with precast concrete cornices at the roof lines and above the storefront. At the northeast elevator tower, green-glazed curtainwall will be incorporated at the elevator lobbies and at the stairwells. The ground floor storefront will have a richly textured glass and dark green metal framework design, with stone accents. Round light fixtures are included in the fascia bands under the cornice.
9. Subject to approval by the Department of Public Works, three cashier stations will be provided, with total stacking room for eleven cars prior to the cashier's stations and total stacking for eleven cars after the cashier's stations. Exit lanes shall be configured and lane markers provided to control vehicle stacking, and exit control gates shall be provided. Bollards with strobe lights will be incorporated at either side of the exit.
10. Subject to final City of Chicago approval of the widening of the Franklin Street sidewalk from twelve to sixteen feet, ten fifteen-foot linden trees will be installed along Franklin and Lake Streets to enhance the pedestrian environment in conformance with the development plan.
11. Business and business identification signs may be permitted within the area delineated herein as Central Area Parking Planned Development, subject to the review and approval of the Department of Buildings and the Department of Planning.
12. The height restriction of any building or any appurtenance attached hereto shall be subject to:
 - a. Height limitations as certified on Form FAA 117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and
 - b. Airport zoning regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.
13. The Plan of Development hereby attached shall be subject to the "Rules, Regulations, and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.

14. Unless substantial construction upon the contemplated 13-story parking garage has commenced within 10 years following adoption of this planned development, and unless completion of said garage is thereafter diligently pursued, then this planned development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this planned development shall expire upon the expiration of such shorter time period as provided for by said amendatory ordinance (the first day of which as applied to this planned development shall be the effective date of the amendatory ordinance). If this planned development expires under the provisions of this section, then the zoning of the property shall automatically revert to that of a C3-7 zoning district.

[Central Area Parking Planned Development No. 284, as amended, Map, Property Line and Right-Of-Way Adjustment Map, Existing Zoning and Preferential Street Map and Generalized Land Use Plan attached to this Plan of Development printed on pages 11587 through 11590 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Central Area Parking Planned Development No. 284
(As Amended)*

Use And Bulk Regulations And Data.

Net Site Area	Generalized Description Of Land Use	Maximum Floor Area Ratio	Maximum Percent Site Coverage	Maximum Permitted Parking Spaces
<u>Square Feet</u> Acres				
<u>32,754</u> 0.75	Restaurants retail and service type non-accessory business uses, parking and related uses.	13.0	100% of of net site area at grade	1,250 (see below)

Gross Site Area:	Net Site Area:	32,754 square feet (0.75 acres)
	Public R.O.W.:	18,069 square feet (0.42 acres)
	TOTAL:	50,823 square feet (1.17 acres)

Maximum floor area ratio for net site area: 13.0

Maximum site coverage per net site area at grade: 100 percent

Maximum building height: 190 feet C.C.D.

Maximum non-accessory off-street parking spaces: 1,250

- a. Includes 2 percent spaces designed for handicapped parking.
- b. Includes maximum of 60 percent spaces designed for compact cars (7 feet 6 inches x 16 feet spaces).

Off-street loading berths: None required.

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 Levar, *Deferred* and ordered published:

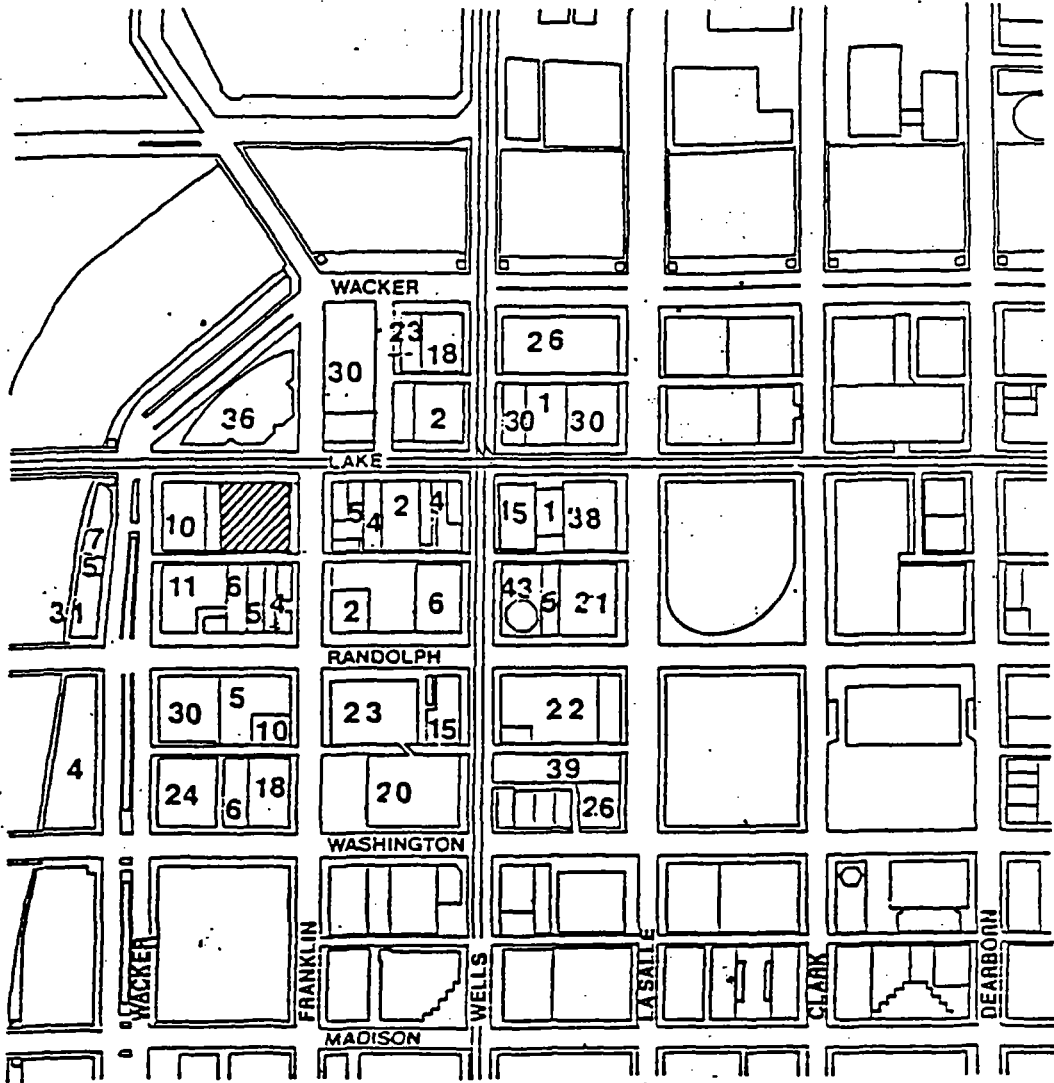
CHICAGO, February 7, 1990.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, which meeting was held on February 6, 1990, I beg leave to recommend that Your Honorable Body pass the ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

(Continued on page 11591)

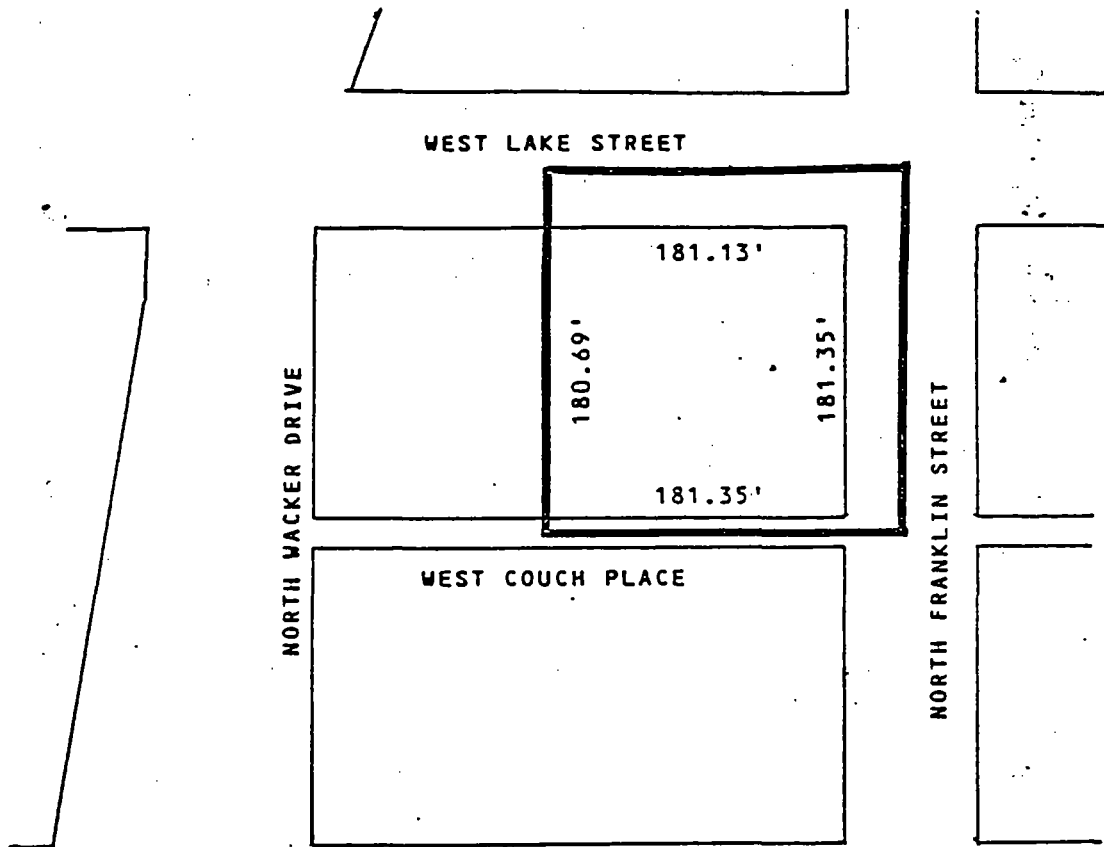
CENTRAL AREA PARKING PLANNED DEVELOPMENT
NO. 284, AS AMENDED.



APPLICANT: Lake/Franklin Corporation
 ADDRESS: 333 W. Wacker Drive, Suite 2050
 DATE: September 13, 1989

CENTRAL AREA PARKING PLANNED DEVELOPMENT
NO. 284, AS AMENDED.

PROPERTY LINE AND RIGHT-OF-WAY
ADJUSTMENT MAP



LEGEND:

————— Planned Development Boundary

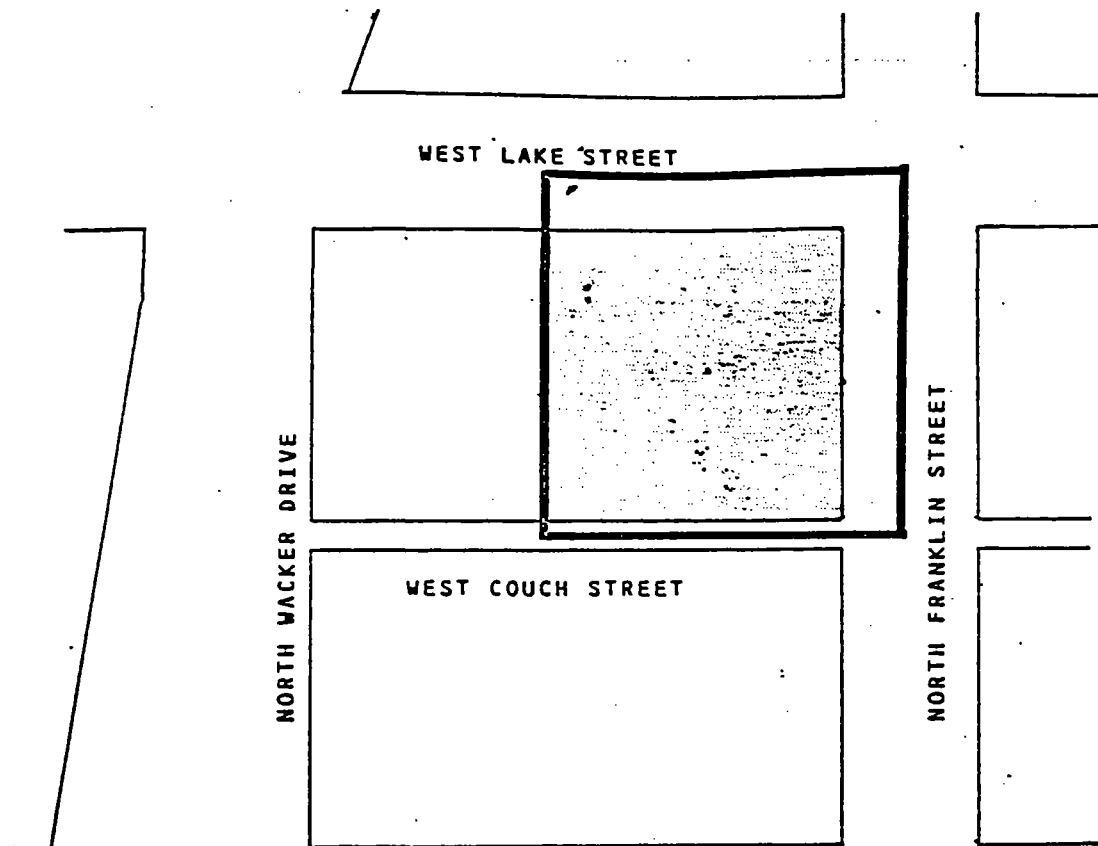
181' Property Dimensions

Note: No Right-of-Way Adjustments are planned.

APPLICANT: Lake/Franklin Corporation
ADDRESS: 333 W. Wacker Drive, Suite 2050
DATE: September 13, 1989

CENTRAL AREA PARKING PLANNED DEVELOPMENT
NO. 284, AS AMENDED.

GENERALIZED LAND USE PLAN



LEGEND



PLANNED DEVELOPMENT BOUNDARY



Non-accessory Parking Retail and Related
Uses, see Use and Bulk Regulations and
Data.

APPLICANT: Lake/Franklin Corporation
 ADDRESS: 333 W. Wacker Drive, Suite 2050
 DATE: September 13, 1989

(Continued from page 11586)

In addition, I beg leave to recommend the passage of two ordinances which were corrected and amended in their corrected form: Application Number 10573, an Institutional Planned Development and Application Number 10557, Central Area Parking Planned Development Number 284.

This recommendation was concurred in by the respective members of the committee with no dissenting votes.

At this time, I, along with Alderman Patrick Levar, move that this report be deferred and published with the exception of Application Number 10557 due to the fact that time is of the essence on this matter.

Regarding Application Number 10557, I move for passage by the last most favorable roll call vote of Finance.

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
Number 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 M1-3 Restricted Manufacturing District symbols and indications as shown on Map No. 1-G in area bounded by:

West Grand Avenue; North Halsted Street; a line 161.80 feet south of and parallel to West Grand Avenue; the alley next west of and parallel to North Halsted Street,

to those of a C1-3 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map
Number 2-E.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B6-7 Restricted Central Business District symbols and indications as shown on Map No. 2-E in the area bounded by:

the public alley next west of and parallel to South Wabash Avenue (on the west); East Van Buren Street (on the north); South Wabash Avenue (on the east); and a line 160.88 feet south of and parallel to East Van Buren Street (on the south),

to the designation of Central Area Parking/Institution Planned Development No. _____, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Central Area Parking/Institution Planned Development Number _____
(As Amended)*

Plan Of Development

Statements.

1. The area delineated as "Central Area Parking/Institution Planned Development"

is owned and controlled by The Catholic Bishop of Chicago, a corporation sole. The air rights over the area are owned or controlled by Stein & Company Old St. Mary's, Incorporated, an Illinois corporation. The co-applicants are The Catholic Bishop of Chicago, a corporation sole and Stein & Company Old St. Mary's, Incorporated.

2. The co-applicants will separately seek all other approvals, such as street or alley vacation, that may be required. The co-applicants intend to seek approval from the Chicago City Council for the vacation of a public alley located within the subject area.
3. This plan of development consists of these statements, an existing zoning map, a planned development and property line boundary map and a generalized land use map and a bulk table. This Plan of Development also includes a site plan and two elevations prepared by McBride and Kelly Architects, Limited, dated January 11, 1990 (the "Development Plan") which shall be kept on file with the Department of Planning.
4. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development, subject to the review and approval of the Commissioner of the Department of Planning.
5. Any service drive or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 20 feet to provide ingress and egress for emergency vehicles. There shall be no parking within such paved areas.
6. Business and business identification signs may be permitted within the area delineated herein as "Central Area Parking/Institution Planned Development" subject to the review and approval of the Department of Planning.
7. The proposed structure shall not exceed any federal or local height restrictions.
8. The co-applicants or their successors, assignees or grantees shall obtain all official reviews, approvals and permits.
9. The following uses shall be permitted within the area delineated herein as "Central Area Parking/Institution Planned Development": church, dwelling units related to church use, religious institutions; professional and business offices; retail and related uses; accessory and non-accessory off-street parking.
10. For purposes of determining maximum floor area ratio, the definition in the Chicago Zoning Ordinance shall be applicable; provided, however, that, in

addition, all area devoted to non-accessory parking shall be included as floor area in the calculation.

11. All construction upon the subject property shall be in substantial conformance with the Development Plan. The applicant shall provide adequate internal stacking to avoid traffic congestion on both South Wabash Avenue and East Van Buren Street and the ticket dispensers shall be located on the first parking level which is approximately 25 feet 0 inches above street level, with two entry lanes and three exit lanes. Entrances to the parking facility shall be provided on East Van Buren Street and South Wabash Avenue, and exiting from the parking facility is provided onto South Wabash Avenue; all in accordance with the Development Plan. Internal signage and graphics shall be provided to direct motorists through the parking structure. Good quality materials shall be used throughout the structure. Landscaping shall be provided as shown on the Development Plan on South Wabash Avenue sidewalk.
12. The information in the table attached hereto sets forth the data concerning the generalized land use plan of the area delineated herein as "Central Area Parking/Institution Planned Development" and illustrates that the development of such area will be in general accordance with the intent and purpose of the Chicago Zoning Ordinance.
13. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" as promulgated by the Commissioner of the Department of Planning.
14. Unless substantial construction upon the contemplated 12-story parking garage has commenced within 10 years following adoption of this planned development, and unless completion of said garage is thereafter diligently pursued, then this planned development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this planned development shall expire upon the expiration of such shorter time period as provided for by said amendatory ordinance (the first day of which as applied to this planned development shall be the effective date of the amendatory ordinance). If this planned development expires under the provisions of this section, then the zoning of the property shall automatically revert to that of a C3-7 zoning district.

[Existing Zoning and Street System Map, Property Line and
Right-Of-Way Adjustment Map, and Generalized
Land Use Plan attached to this Plan of
Development printed on pages
11597 through 11599
of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Planned Development Use And Bulk Regulations And Data.

Net Site Area	General Description Of Land Uses	Maximum Floor Area Ratio	Maximum Percentage Of Land Coverage At Grade
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<u>Square Feet</u> Acres

<u>27,522</u> 0.632

Church space, dwelling units related to church use; religious institutions; professional and business offices; retail and related uses; accessory and non-accessory off-street parking.	11.739	100%
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Gross Site Area:	Net Site Area:	27,522 square feet	(0.632 acres)
	Public Rights-of-Way:	17,279 square feet	(.379 acres)
	TOTAL:	44,801 square feet	(1.029 acres)

Off-Street Parking: Accessory parking shall be provided at 1 stall per 12 church seats or 36 stalls. Additional non-accessory parking shall be permitted; not to exceed 769 spaces.

Off-Street Loading: No off-street loading is required.

Ground Floor Setbacks:	East Van Buren Street	-- 0
	South Wabash Avenue	-- 0
	South property line	-- 0
	Public alley on the west	-- 0

Maximum Height of
Building: 186 feet above Chicago City Datum.

Reclassification Of Area Shown On Map Number 3-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 3-G in the area bounded by:

a line 82.5 feet north of West Haddon Avenue; the alley next east of and parallel to North Ashland Avenue or the line thereof extended where no alley exists; West Haddon Avenue; and North Ashland Avenue,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-G.

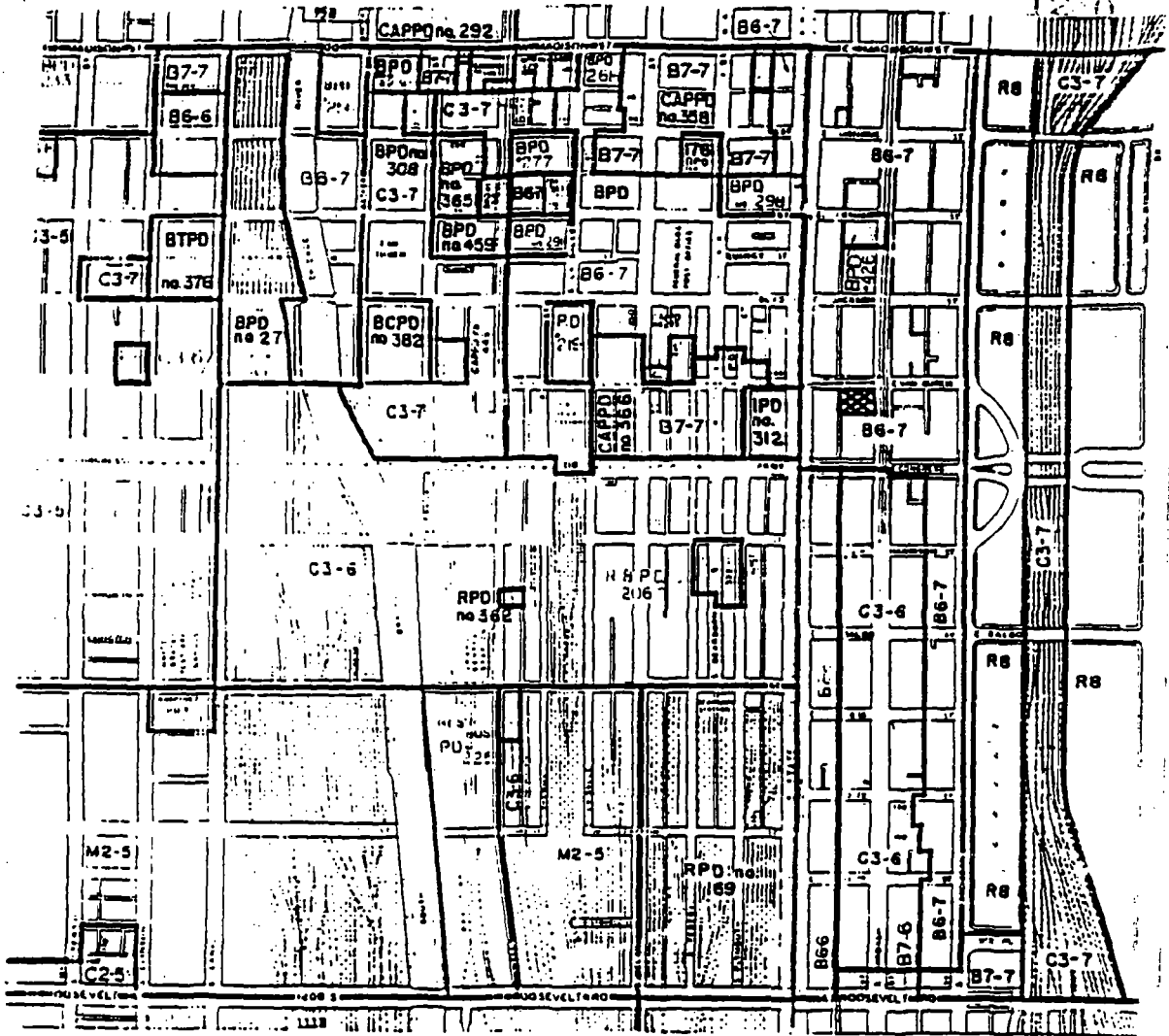
Be It Ordained by the City Council of the City of Chicago:

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 area bounded by:

a line 31.37 feet northwest of and parallel to South Lyman Street; South Loomis Street; South Lyman Street; the alley next southwest of and parallel to South Loomis Street,

(Continued on page 11600)

CENTRAL AREA PARKING PLANNED DEVELOPMENT
EXISTING ZONING AND STREET SYSTEM



LEGEND



CENTRAL AREA PARKING PLANNED DEVELOPMENT



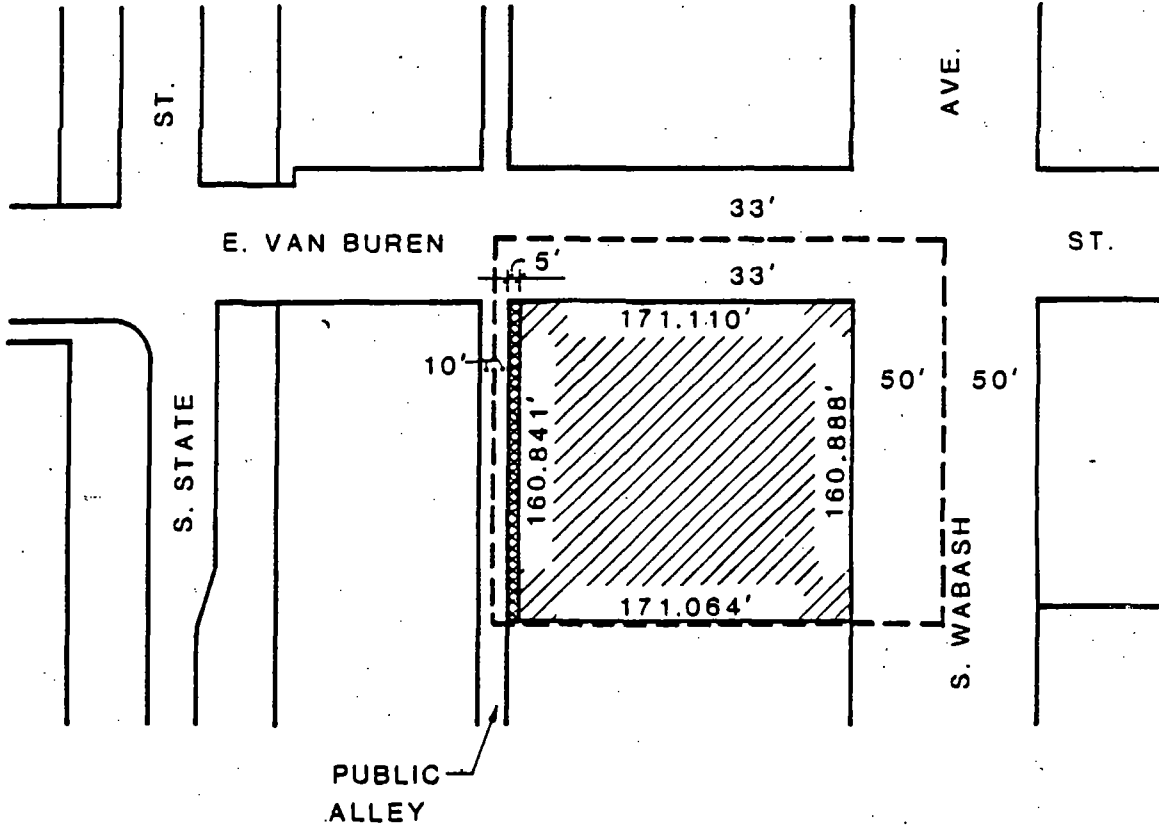
ZONING DISTRICT BOUNDARIES

CO APPLICANT: The Catholic Bishop of Chicago, a
Corporation Sole
155 East Superior
Chicago, Illinois 60611

Stein & Company Old St. Mary's Inc.,
an Illinois Corporation
208 South LaSalle Street
Chicago, Illinois 60601

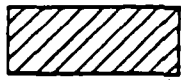
DATE: November 9, 1989
REVISED: January 11, 1990

PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENT

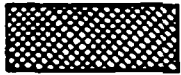


LEGEND

----- PLANNED DEVELOPMENT BOUNDARY.



CHURCH SPACE, DWELLING UNITS RELATED TO CHURCH USE, RELIGIOUS INSTITUTIONS; PROFESSIONAL AND BUSINESS OFFICES, RETAIL AND RELATED USES; ACCESSORY AND NON-ACCESSORY OFF-STREET PARKING.



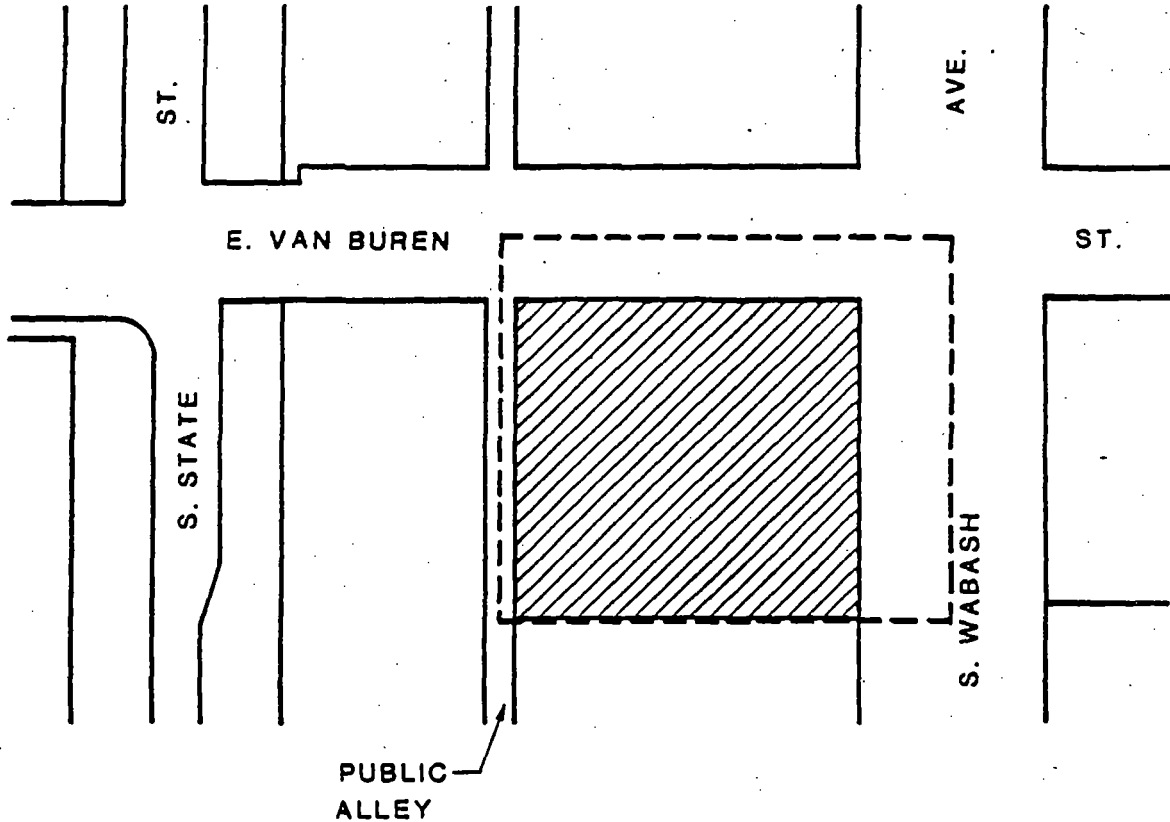
ALLEY TO BE VACATED.

Co-Applicants: The Catholic Bishop of Chicago, a Corporation Sole
155 East Superior, Chicago, Illinois 60611

Stein & Company Old St. Mary's Inc., an Illinois Corporation
208 South LaSalle Street, Chicago, Illinois 60601

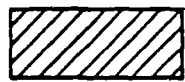
DATE: November 9, 1989

GENERALIZED LAND USE PLAN



LEGEND

----- PLANNED DEVELOPMENT BOUNDRY.

 CHURCH SPACE, DWELLING UNITS RELATED TO CHURCH USE, RELIGIOUS INSTITUTIONS; PROFESSIONAL AND BUSINESS OFFICES RETAIL AND RELATED USES; ACCESSORY AND NON-ACCESSORY OFF-STREET PARKING.

Co-Applicants: The Catholic Bishop of Chicago, a Corporation Sole
155 East Superior, Chicago, Illinois 60611

Stein & Company Old St. Mary's Inc., an Illinois Corporation
208 South LaSalle Street, Chicago, Illinois 60601

DATE: November 9, 1989

REVISED: January 11, 1990

(Continued from page 11596)

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 Number 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-2 General Business District symbols and indications as shown on Map No. 7-G in the area bounded by:

North Lincoln Avenue; a line 464.3 feet southeast of the intersection of North Lincoln Avenue and North Southport Avenue and perpendicular to North Lincoln Avenue as measured along the southwest line of North Lincoln Avenue; the alley next southwest of North Lincoln Avenue; and a line 296.3 feet southeast of the intersection of North Lincoln Avenue and North Southport Avenue and perpendicular to North Lincoln Avenue as measured along the southwest line of North Lincoln Avenue,

to those of a B5-4 General Business 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 Number 7-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-H in area bounded by:

West Altgeld Street; a line 200 feet southeast and parallel to West Terra Cotta Place; southeast-northwest alley 125 feet southwest of and parallel to West Altgeld Street; a line 108 feet southeast of and parallel to West Terra Cotta Place,

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 Number 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 R2 Single-Family Residence District symbols and indications as shown on Map No. 9-N in the area bounded by:

West Cornelia Avenue; North Narragansett Avenue; a line 120 feet south of and parallel to West Cornelia Avenue; the alley next west of and parallel to North Narragansett 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 Number 9-O.

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-O in the area bounded by:

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

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 11-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 R4 General Residence District symbols and indications as shown on Map No. 11-I in the area bounded by:

a line 152 feet north of and parallel to West Irving Park Road; North California Avenue; a line 127 feet north of and parallel to West Irving Park Road; the alley next west of and parallel to North California Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On
Map Numbers 12-J And 14-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 M1-1 Restricted Manufacturing District symbols and indications as shown on Map Nos. 12-J and 14-J in the area bounded by:

West 53rd Street or the line thereof extended where no street exists; South St. Louis Avenue; West 57th Street or the line thereof extended where no street exists; and the westerly right-of-way line of the Grand Truck Western Railroad,

to those of an R2 Single-Family 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 Number 12-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 12-L in area bounded by:

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

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 14-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 14-N in area bounded by:

a line 110 feet north of and parallel to West 56th Street; South Rutherford Avenue; a line 50 feet north of and parallel to West 56th Street; and the alley next west of South Rutherford 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 Number 16-D.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-3 Restricted Service District symbols and indications as shown on Map No. 16-D in area bounded by:

East 67th Street; a line 60 feet west of and parallel to South Blackstone Avenue; the alley next south of and parallel to East 67th Street; a line 210 feet west of and parallel to South Blackstone 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 Number 18-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 B2-2 Restricted Retail District symbols and indications as shown on Map No. 18-I in area bounded by:

a line 149.32 feet north of and parallel to West 73rd Street; South Western Avenue; West 73rd Street; the alley next west of and parallel to South Western 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.

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, February 7, 1990.

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 February 6, 1990, we beg leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith to authorize the issuing of permits for the erection and maintenance of illuminated signs.

This recommendation was concurred in by the respective members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) FRED ROTI,
Committee on Buildings,
Chairman.

(Signed) WILLIAM J. P. BANKS,
Committee on Zoning,
Chairman.

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 45.

Nays -- None.

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

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

4545 North Broadway.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Turk Electric Sign Company, 3434 North Cicero Avenue, Chicago, Illinois 60641, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4545 North Broadway, 1st Nationwide Bank:

Dimensions: length, 9 feet; height, 12 feet 2 inches
Height Above Grade/Roof to Top of Sign: 45 feet
Total Square Foot Area: 109.8 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.

8600 West Bryn Mawr Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Federal Sign Corporation, 140 East Tower Drive, Burr Ridge, Illinois 60521, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 8600 West Bryn Mawr Avenue, Rubloff Presidents Plaza:

Dimensions: length, 56 feet 0 inches; height, 12 feet 6 inches
Height Above Grade/Roof to Top of Sign: 56 feet 0 inches
Total Square Foot Area: 128 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1100 West Cermak Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Turk Electric Sign Company, 3434 North Cicero Avenue, Chicago, Illinois 60641, for the erection of a single face sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1100 West Cermak Road, Drumland Management Corporation:

Dimensions: length, 12 feet 0 inches; height, 1 foot 6 inches
Height Above Grade/Roof to Top of Sign: 160 feet
Total Square Foot Area: 19 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.

4520 West Cermak Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Grate Sign Company, 4044 West McDonough Street, Joliet, Illinois 60436, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4520 West Cermak Road, Extra Space Storage:

Dimensions: length, 15 feet 0 inches; height, 10 feet 0 inches
Height Above Grade/Roof to Top of Sign: 24 feet 0 inches
Total Square Foot Area: 150 square feet per 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.

3350 North Cicero Avenue.

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 3350 North Cicero Avenue, Olympic Olds GMC Trucks:

Dimensions: length, 11 feet 5 inches; height, 11 feet 5 inches
Height Above Grade/Roof to Top of Sign: 36 feet
Total Square Foot Area: 132.25 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.

4704 South Cicero Avenue.

Ordered, That the Commissioner of the Department of Inspectional Services is hereby directed to issue a sign permit to Sure Light Service Company, 1810 North 32nd Avenue, Stone Park, Illinois 60165, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4704 South Cicero Avenue, McDonalds:

Dimensions: length, 20 feet 0 inches; height, 20 feet 0 inches
Height Above Grade/Roof to Top of Sign: 49 feet
Total Square Foot Area: 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.

5054 South Cottage Grove 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 5054 South Cottage Grove Avenue, Washington Plaza:

Dimensions: length, 10 feet; height, 17 feet
Height Above Grade/Roof to Top of Sign: 26 feet
Total Square Foot Area: 340 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.

2222 West Devon 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, Bolingbrook, 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 2222 West Devon Avenue, Convenient Store/strip shopping:

Dimensions: length, 24 feet; height, 12 feet
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 576 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.

2151 North Elston Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, 2145 Moen, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2151 North Elston Avenue, WPWR-TV Channel 50:

Dimensions: length, 60 feet 0 inches; height, 20 feet 0 inches
Height Above Grade/Roof to Top of Sign: 120 feet
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6712 West Grand Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Turk Electric Sign Company, 3434 North Cicero Avenue, Chicago, Illinois 60641, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6712 West Grand Avenue, Jacobs Twin Honda:

Dimensions: length, 15 feet; height, 16 feet
Height Above Grade/Roof to Top of Sign: 32 feet
Total Square Foot Area: 103.5 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.

8225 West Higgins Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Landmark Outdoor Advertising Company, Incorporated, 7424 Industrial Avenue, Chesterton, Indiana 46304, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 8225 West Higgins Road, Denny's:

Dimensions: length, 21 feet 6 inches; height, 10 feet 4 inches
Height Above Grade/Roof to Top of Sign: 60 feet 5 inches
Total Square Foot Area: 180 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.

3221 West Irving Park Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Turk Electric Sign Company, 3434 North Cicero Avenue, Chicago, Illinois 60641, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3221 West Irving Park Road, Irv Wolfson Company:

Dimensions: length, 8 feet; height, 24 feet
Height Above Grade/Roof to Top of Sign: 34 feet
Total Square Foot Area: 105 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.

5812 West Irving Park Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Patrick Media Group, Incorporated, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5812 West Irving Park Road, advertising:

Dimensions: length, 49 feet; height, 12 feet 3 inches
Height Above Grade/Roof to Top of Sign: 24 feet
Total Square Foot Area: 605.16 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6400 West Irving Park Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Landmark Outdoor Advertising Company, Incorporated, 7424 Industrial Avenue, Chesterton, Indiana 46304, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6400 West Irving Park Road, Burger King Restaurant:

Dimensions: length, 10 feet 0 inches; height, 10 feet 0 inches
Height Above Grade/Roof to Top of Sign: 24 feet 0 inches
Total Square Foot Area: 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.

800 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 800 North Kedzie Avenue, Chicago Kedzie Plaza:

Dimensions: length, 33 feet; height, 6 feet
Height Above Grade/Roof to Top of Sign: _____
Total Square Foot Area: 212 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.

730 West Maxwell 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) at 730 West Maxwell Street, general advertisers -- various copy:

Dimensions: length, 60 feet; height, 17 feet
Height Above Grade/Roof to Top of Sign: 90 feet (plus 5 feet for temporary extensions)
Total Square Foot Area: 1,020 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.

*509 West Roosevelt Road.
(South Loop Market Place)*

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to All Sign Structures, 5501 West 109th Street, Oak Lawn, Illinois 60453, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 509 West Roosevelt Road, South Loop Market Place:

Dimensions: length, 60 feet 0 inches; height, 20 feet 0 inches
Height Above Grade/Roof to Top of Sign: 75 feet 0 inches
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.

*509 West Roosevelt Road.
(South Loop Market Place)*

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Aurora Sign Company, 1100 Route 34, Aurora, Illinois 60504, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 509 West Roosevelt Road, South Loop Market Place:

Dimensions: length, 31 feet 0 inches; height, 12 feet 7 inches
Height Above Grade/Roof to Top of Sign: 27 feet 7 inches
Total Square Foot Area: 390 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.

*509 West Roosevelt Road.
(South Loop Distribution)*

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Aurora Sign Company, 1100 Route 34, Aurora, Illinois 60504, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 509 West Roosevelt Road, South Loop Distribution:

Dimensions: length, 8 feet 0 inches; height, 46 feet 6 inches
Height Above Grade/Roof to Top of Sign: 58 feet 6 inches
Total Square Foot Area: 1,860 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.

1810-1/2 South State Street.

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 1810-1/2 South State Street, Nation Furniture Mart:

Dimensions: length, 30 feet; height, 10 feet
Height Above Grade/Roof to Top of Sign: 11 feet 6 inches
Total Square Foot Area: 300 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2600 East 79th Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Kato Signs, Incorporated, 2303 Lockport Road, Route 171, Lockport, Illinois 60441, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2600 East 79th Street, Horizon Foods:

Dimensions: length, 11 feet 2 inches; height, 17 feet
Height Above Grade/Roof to Top of Sign: 26 feet 6 inches
Total Square Foot Area: 190 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.

O'Hare Airport, Building 48.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Federal Sign Corporation, 140 East Tower Drive, Burr Ridge, Illinois 60521, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at O'Hare Airport, Building 48, Federal Express:

Dimensions: length, 55 feet 6 inches; height, 3 feet 0 inches
Height Above Grade/Roof to Top of Sign: _____
Total Square Foot Area: 155 feet 6 inches.

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.

JOINT COMMITTEE.

COMMITTEE ON FINANCE.

**COMMITTEE ON POLICE, FIRE AND
MUNICIPAL INSTITUTIONS.**

**RATIFICATION AND EXECUTION OF COLLECTIVE BARGAINING
AGREEMENT WITH FRATERNAL ORDER OF POLICE,
CHICAGO LODGE NUMBER SEVEN.**

A Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Police, Fire and Municipal Institutions, submitted the following report:

CHICAGO, February 7, 1990.

To the President and Members of the City Council:

A joint meeting of your Committee on Finance and Committee on Police, Fire and Municipal Institutions having had under consideration an ordinance authorizing the execution of a collective bargaining agreement between the City of Chicago and the Fraternal Order of Police, Chicago Lodge No. 7, 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 votes.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) WILLIAM M. BEAVERS,
Committee on Police, Fire
and Municipal Institutions,
Chairman.

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

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 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 is a home rule unit of government and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, It is the intent of the City of Chicago to establish and promote harmonious understandings and relationships between the City and Fraternal Order of Police, Chicago Lodge No. 7; and

WHEREAS, The City of Chicago desires to formalize this intent in a written agreement; and

WHEREAS, Such agreement has been accepted by the membership of Fraternal Order of Police, Chicago Lodge No. 7; now, therefore,

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

SECTION 1. The collective bargaining agreement between the City of Chicago and the Fraternal Order of Police, Chicago Lodge No. 7, in the form attached hereto as Exhibit "A", is hereby ratified, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago.

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

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

Exhibit "A".

Article I.

Preamble.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter referred to as the "Employer") and the Fraternal Order of Police, Chicago Lodge No. 7 (hereinafter referred to as the "Lodge").

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationships between the Employer and the Lodge to promote departmental efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment of officers covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the negotiations, interpretation and application of this Agreement.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

Article 2.

Recognition.

The Employer recognizes the Lodge as the sole and exclusive collective bargaining representative for all sworn police officers below the rank of sergeant (herein referred to as "officer"), excluding probationary officers employed by the Employer in its Department of Police, provided said probationary period shall not extend beyond the present twelve (12) month period.

The normal probationary period shall consist of twelve (12) months of actual presence during active duty. Consequently, time absent from duty or not served, for any reason, shall not apply toward satisfaction of the probationary period. During the probationary period an officer is not entitled to any rights, privileges or benefits under this Agreement.

Officers covered by the Agreement who have completed their probationary period as defined in Article 2 of the Agreement, and thereafter commence disability or approved leaves of absence, but subsequently return to active duty shall not be considered probationary and shall be entitled to all rights and benefits provided for in the Agreement, including but not limited to the right to invoke the provisions of Article 9 of the Agreement.

Article 3.

Lodge Security.

Section 3.1 Maintenance Of Membership And Agency Shop.

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

B. Any present officer who is not a member of the Lodge shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Lodge dues) of the cost of the collective bargaining process and contract administration. All officers hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth day following the completion of their probationary period, also be required to pay a fair share of the cost of the collective bargaining process and contract administration.

Section 3.2 Lodge Presentation At Orientation.

The Employer shall grant the Lodge an opportunity during the orientation of new officers to present the benefits of membership in the Lodge.

Section 3.3 Dues Deduction.

A. With respect to any officer on whose behalf the Employer receives written authorization in a form agreed upon by the Lodge and the Employer, the Employer shall deduct from the wages of the officer the dues and/or financial obligations uniformly required and shall forward the full amount to the Lodge by the tenth (10) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with a schedule to be submitted to the Employer by the Lodge. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer by the Lodge. Authorization for such deduction shall be irrevocable unless revoked by written notice to the employer and the Lodge during the fifteen (15)-day period prior to the expiration of this contract. The Employer will not similarly deduct the dues of any other organization as to officers covered by this Agreement.

B. With respect to any officer on whose behalf the Employer has not received a written authorization as provided for in 3.3A above, the Employer shall deduct from the wages of the officer, the fair-share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Lodge by the 10th day of the month following the month in which the deduction is made, subject only to the following:

- (1) The Lodge has certified to the Employer that the affected officer has been delinquent in his obligation for at least 60 days;
- (2) The Lodge has certified to the Employer that the affected officer has been notified in writing of the obligation and the requirement of each provision of this Article;
- (3) The Lodge has certified to the Employer that the affected officer has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to appear before the Board of Directors of the Lodge or its designee for the purpose of being heard on said objections.

Section 3.4 Indemnity.

The Lodge shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purpose of complying with the above provisions of this Article, or in reliance on any list, notices, certifications or assignment furnished under any of such provisions.

*Article 4.**Management Rights.*

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

- (a) to determine the organization and operations of the Department of Police;
- (b) to determine and change the purpose, composition and function of each of its constituent departments, and subdivisions;
- (c) to set standards of the services to be offered to the public;
- (d) to direct the officers of the Department of Police, including the right to assign work and overtime;
- (e) to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule officers;
- (f) to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;
- (g) to contract out work when essential in the exercise of police power;
- (h) to establish work schedules and to determine the starting and quitting time, and the number of hours to be worked;
- (i) to establish, modify, combine or abolish job positions and classifications;
- (j) to add, delete or alter methods of operation, equipment or facilities;
- (k) to determine the locations, methods, means, and personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
- (l) to establish, implement and maintain an effective internal control program;
- (m) to suspend, demote, discharge, or take other disciplinary action against officers for just cause; and
- (n) to add, delete or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein, provided that no right is exercised contrary to or inconsistent with other terms of this Agreement.

Article 5.

No Strike.

Section 5.1 No Strike Commitment.

Neither the Lodge nor any officer will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, or other concerted refusal to perform duties by any officer or officer group, or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the Employer. Neither the Lodge nor any officer shall refuse to cross any picket line, by whomever established.

Section 5.2 Resumption Of Operations.

In the event of action prohibited by Section 5.1 above, the Lodge immediately shall disavow such action and request the officers to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Lodge, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this section.

Section 5.3 Union Liability.

Upon the failure of the Lodge to comply with the provisions of Section 5.2 above, any agent or official of the Lodge who is an officer covered by this Agreement may be subject to the provisions of Section 5.4 below.

Section 5.4 Discipline Of Strikers.

Any officer who violates the provisions of Section 5.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 5.1 above shall not be considered as a violation

of this Agreement and shall not be subject to the provisions of the grievance procedure; except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Article 6.

Bill Of Rights.

Section 6.1 Conduct Of Disciplinary Investigation.

Whenever an officer covered by this Agreement is the subject of a disciplinary investigation other than summary punishment, the interrogation will be conducted in the following manner:

- A. The interrogation of the officer, other than in the initial stage of the investigation shall be scheduled at a reasonable time, preferably while the officer is on duty, or if feasible, during daylight hours.
- B. The interrogation, depending upon the allegation will normally take place at either the officer's unit of assignment, the Office of Professional Standards, the Internal Affairs Division, or other appropriate location.
- C. Prior to an interrogation, the officer under investigation shall be informed of the identity of the person in charge of the investigation, the interrogation officer and the identity of all persons present during the interrogation. When a formal statement is being taken, all questions directed to the officer under interrogation shall be asked by and through one interrogator.
- D. No anonymous complaint made against an officer shall be made the subject of a Complaint Register investigation unless the allegation is of a criminal nature.
- E. Immediately prior to the interrogation of an officer under investigation, he shall be informed in writing of the nature of the complaint and the names of all complainants.
- F. The length of interrogation sessions will be reasonable, with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.
- G. An officer under interrogation shall not be threatened with transfer, dismissal or disciplinary action or promised a reward as an inducement to provide information relating to the incident under investigation or for exercising any rights contained herein.

- H. An officer under investigation will be provided without unnecessary delay, with a copy of any written statement he has made.
- I. If the allegation under investigation indicates a recommendation for separation is probable against the officer, the officer will be given the statutory administrative proceedings rights, or if the allegation indicates criminal prosecution is probable against the officer, the officer will be given the constitutional rights concerning self-incrimination prior to the commencement of interrogation.
- J. An officer under interrogation shall have the right to be represented by counsel of his own choice and to have the counsel present at all times during the interrogation, and/or at the request of the officer under interrogation, he shall have the right to be represented by a representative of the Lodge, who shall be either a police officer on leave to work for the Lodge or a retired police officer working for the Lodge. The interrogation shall be suspended for a reasonable time until representation can be obtained.
- K. At the time an officer is given the original copy of the Request for Complaint Review Panel Hearing/Waiver of Complaint Review Panel Hearing and Waiver of Police Board Review, the officer will be informed of the rule(s) violated and the corresponding specifications of misconduct, to include date, time, location and manner in which the rule was violated.

If new allegations of the rule(s) violated and/or the corresponding specifications are thereafter made, a new Request for Complaint Review Panel Hearing/Waiver of Complaint Review Panel Hearing and Waiver of Police Board Review shall be given to the officer at least fifteen (15) days prior to the date of said hearing.

Section 6.2 Witness Officer's Statements In Disciplinary Investigations.

When an officer covered by this Agreement is required to give a written statement or oral statement in the presence of an observer, as a witness in a disciplinary investigation other than summary punishment, or as a witness in a police-related shooting investigation, at the request of the officer the interview shall be conducted in the following manner:

- A. The interview of the officer shall be scheduled at a reasonable time, preferably while the officer is on duty, or if feasible, during daylight hours.
- B. The interview, depending on the nature of the investigation, will normally take place at either the officer's unit of assignment, the Office of Professional Standards, the Internal Affairs Division, or other appropriate location.

- C. Prior to an interview, the officer being interviewed shall be informed of the identity of the person in charge of the investigation, the interviewing officer, the identity of all persons present during the interview, and the nature of the complaint, including the date, time, location and relevant R. D. number, if known. When a formal statement is being taken, all questions directed to the officer being interviewed shall be asked by and through one interviewer.
- D. The officer will be provided, without unnecessary delay, with a copy of any written statement he has made.
- E. An officer being interviewed pursuant to this section shall, upon his request, have the right to be represented by counsel of his own choice and to have that counsel present at all times during the interview, or at the request of officer being interviewed, he shall have the right to be represented by a representative of the Lodge who shall be either a police officer on leave to work for the Lodge or a retired police officer working for the Lodge. For purposes of this paragraph E., "represented" shall mean that the officer's counsel and/or representative, if any, shall only advise the officer but shall not in any other way interfere with the interview. The interview shall be postponed for a reasonable time, but in no case more than forty-eight hours from the time the officer is informed of the interview and the general subject matter thereof, until his counsel or his representative can be obtained; provided that, in any event, interviews in shooting cases may be postponed for no more than two hours.
- F. This Section 6.2 shall not apply to: questions from a supervisor in the course of performing his normal day-to-day supervisory duties or to requests to prepare detailed reports or To-From-Subject Reports, except To-From-Subject Reports that relate to a police-related shooting.
- G. The length of interviews will be reasonable, with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.

Section 6.3 Non-Adoption Of Ordinance.

The City of Chicago shall not adopt any ordinance and the Chicago Police Department shall not adopt any regulation which prohibits the right of an officer to bring suit arising out of his duties as an officer.

Section 6.4 Photo Dissemination.

No photo of an officer under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to a decision being rendered by the Police Board.

Section 6.5 Compulsion Of Testimony.

The Chicago Police Department shall not compel an officer under investigation to speak or testify before, or to be questioned by any nongovernmental agency relating to any matter or issue under investigation.

Section 6.6 Auto-Residency Card.

No officer shall be required to submit the information now required in an Auto-Residency Card as it applies to any other member of his family or household.

Section 6.7 Polygraph.

When a polygraph exam is deemed necessary, the complainant will be requested to take a polygraph exam first.

If the complainant refuses to take a polygraph exam, the accused police officer will not be requested to take a polygraph exam. If the complainant takes the polygraph exam and the results indicate deception, the accused officer may be requested to take a polygraph exam covering those issues wherein the examiner determines that the complainant is truthful.

When the polygraph is used, the accused member will be advised 24 hours prior to the administering of the tests, in writing, of any questions to which the Department will request an answer.

If the officer under investigation requests to take a polygraph exam, he may do so.

Provided, that anything in this Agreement to the contrary notwithstanding, (1) an officer shall not be disciplined for refusal to take a polygraph exam, and (2) the results of polygraph exams shall not be admissible as evidence in proceedings before the Police Board or in any proceeding where the officer may appeal to the Police Board, unless by Illinois or Federal Court decision or Illinois statute, such evidence becomes admissible before the Police Board.

Section 6.8 Disclosure.

An officer shall not be required to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his family or household) unless such information is reasonably necessary to monitor the performance of the officer's job, violations of reasonable Employer rules, statutes, ordinances, or this Agreement. In the administration of fringe benefits applicable

to all employees of the Employer, officers covered by this Agreement may be required to disclose any coverage they (including any member of their families or households) may have under health or medical insurance and the name and appropriate identification of the carrier and coverage. The parties agree that the disclosure of such personal information shall not be made available for public inspection or copying because such would be an unwarranted invasion of personal privacy of the officer, and/or is intended to otherwise be exempt from any state or local freedom of information statute, ordinance or executive order.

Section 6.9 Media Information Restrictions.

The identity of an officer under investigation shall not be made available to the media unless there has been a criminal conviction or a decision has been rendered by the Police Board (or by the Superintendent or Complaint Review Panel where no appeal is taken to the Police Board). However, if the officer is found innocent, the officer may request and the Department shall issue a public statement.

Article 7.

Summary Punishment.

Section 7.1 Administration Of Summary Punishment.

It is agreed that the provisions contained elsewhere in this Agreement shall not apply to summary punishment action, which action shall be considered as an alternative to formal disciplinary procedures, provided that in each such action the following shall apply:

- A. The summary punishment which may be administered is limited to:
 - 1. reprimand;
 - 2. excusing a member for a minimum of one day to a maximum of three days without pay.

In lieu of days off without pay, an officer may be permitted to utilize accumulated compensatory time to satisfy the summary punishment.

- B. The Department shall promulgate, maintain and publicize reasonable guidelines which will specify those acts, omissions or transgressions, the

violation of which will subject an officer to summary punishment action, and the penalties for each such violation, which shall be uniformly applied.

- C. Summary punishment action may be challenged before the Complaint Review Panel, and the affected officer may be represented by an F.O.P. representative.

Section 7.2 Challenge Of Summary Punishment.

After summary punishment has been administered three (3) times within a twelve (12) month period, an officer who wishes to contest the application of summary punishment on a fourth occasion within the last twelve (12) months may contest the fourth and/or succeeding applications of summary punishment by timely challenge through the Complaint Register process or the grievance procedure. An officer who initiates such action through the Complaint Register process shall have the right to be represented by an F.O.P. representative at the Complaint Review Panel.

Article 8.

Employee Security.

Section 8.1 Just Cause Standard.

No officer covered by this Agreement shall be suspended, relieved from duty or disciplined in any manner without just cause.

Section 8.2 File Inspection.

The Employer's personnel files, disciplinary history files and completed inactive investigative files, except for information which the Employer deems to be confidential, shall be open and available for inspection by the affected officer during regular business hours.

Section 8.3 Limitation On Use Of File Material.

It is agreed that any material and/or matter not available for inspection, such as provided in Section 8.2 above, shall not be used in any manner or any forum adverse to the officer's interests.

Section 8.4 Use And Destruction Of File Material.

Disciplinary Investigation Files, Disciplinary History Card Entries, O.P.S. disciplinary records, and any other disciplinary record or summary of such record other than Police Board cases, will be destroyed five (5) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, and therefore cannot be used against the officer in any future proceedings in any other forum, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation or arbitration prior to the expiration of the five year period. In such instances, the Complaint Register case files normally will be destroyed five years after the date of the final arbitration award or the final court adjudication, unless a pattern of sustained infractions exists.

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the officer in any future proceedings.

Any record of summary punishment may be used for a period of time not to exceed one (1) year (three (3) years in the case of vehicle license violations) and shall thereafter not be used to support or as evidence of adverse employment action.

Section 8.5 C.R.P. Representation.

An accused officer appearing before the Complaint Review Panel shall, upon request by said officer, be represented by a representative of or designated by the Lodge. The representative may make inquiry on relevant and material issues on behalf of said officer and may present argument and a summary of evidence in support of the accused officer's position, all of which shall at all times be in accordance with reasonable procedural rules made known at least 30 days in advance to the Lodge.

Section 8.6 Psychological Review.

If an officer has been involuntarily relieved from active duty and placed on medical disability leave due to psychological or psychiatric reasons, or has been involuntarily continued on such leave, then, upon request of the officer within seven calendar days of denial of his request to return to active duty, the officer shall, as promptly as feasible, be evaluated by a panel of three psychiatrists or psychologists, one to be appointed by the Lodge, one to be appointed by the Employer and a third to be appointed by mutual agreement of the Employer's and the Lodge's psychiatrist or psychologist. The mutually-appointed panel member must be a qualified psychiatrist or psychologist knowledgeable about police duties. This panel shall have the authority to examine and evaluate the officer, and recommend whether or not the officer is fit for full duty. In making its recommendations, the primary considerations of the panel shall be the protection and

safety of, and need for effective service to, the public, which considerations shall prevail over all others in any case of conflict of interests between the officer and the Employer.

Each party shall bear the full cost of the panel member appointed by it, with the cost of the mutually-appointed panel member to be split equally between the parties. This recommendations of the panel shall be binding upon the Employer, the Lodge and the officer.

If an officer as been involuntarily relieved from active duty and placed on medical disability leave due to psychological or psychiatric reasons, the officer shall be give a notice of the right to request review under this section.

If the panel recommends that the officer is fit for full duty, and was also fit when he or she was placed on such involuntary medical disability leave due to psychological or psychiatric reasons, then the officer shall have any paid medical leave time used during such involuntary leave restored, and will be made whole for lost pay and other benefits to which he is entitled. The restoration of the paid medical leave time, pay and other benefits shall be calculated beginning seven (7) days prior to the filing of the request to return to work.

Article 9.

Grievance Procedure.

Section 9.1 Definition And Scope.

A grievance is defined as a dispute or difference between the parties to this Agreement concerning interpretation and/or application of this Agreement or its provisions. Summary punishment shall be excluded from this procedure, except as provided in Article 7:2. The separation of an officer from service is cognizable only before the Police Board and shall not be cognizable under this procedure, provided, however that the provisions of Article 17 shall be applicable to separations.

Section 9.2 Procedure, Steps, And Time Limits.

A grievance may be initiated by the Lodge or an aggrieved officer. Any officer shall have the right to present a grievance at any time, although it is understood that the officer should attempt to satisfy his concerns on an informal basis before invoking the procedure. In the event an informal resolution proves to be unsatisfactory, a grievance may be filed in a form to be agreed upon between the Lodge and Employer and shall be processed in accordance with this Agreement. Upon request, the grievant shall be represented by an appropriate Lodge representative, provided, however, the grievant officer may have the

grievance adjusted without a Lodge representative, so long as such adjustment is not inconsistent with the provisions of this Agreement.

Step One: The grievant will first attempt to resolve the grievance with his immediate supervisor. This attempt at resolution shall be made by the officer within seven (7) of the officer's working days following the events or circumstances giving rise to the grievance or where first known by the grievant, or 35 days, whichever period is shorter. An F.O.P. representative may accompany the grievant if requested by the grievant. The superior shall give his decision to the grievant within five (5) of the superior's working days of its presentation.

Step Two: If the response at Step One is not satisfactory to the grievant, the grievant may pursue an adjustment through his designated representative by filing a request for determination, with his written grievance attached, with the Lodge within seven (7) days of the Step One response or within seven (7) days of the expiration of the response period in Step One, whichever is sooner. The Lodge shall then determine whether in its opinion a valid grievance exists. Unless the Lodge elects to proceed, there shall be no further action taken under this procedure. If the Lodge chooses to proceed, it may seek a resolution or adjustment of the grievance by presenting in person the written grievance to the first Exempt Command Officer next in chain of command within seven (7) days from the time the Lodge receives the grievant's request. Following a hearing on the issue, this Exempt Command Officer shall render a decision in writing within ten (10) days of receiving the grievance. If the grievant is directed by the Employer to meet concerning his grievance at a time when the officer is not scheduled to work, he shall be compensated for such time at the applicable rate provided for in this Agreement, including the provisions of Article 20; provided an officer shall not be compelled to attend a Step Two hearing on his regular day off without his consent.

Step Three: If the response at Step Two is not satisfactory to the grievant and the Lodge, the Lodge may submit the grievance in writing to the Superintendent of Police or his designated representative(s) within fifteen (15) days of the Step Two response or the expiration of the response period in Step Two, whichever is sooner. Following a hearing on the issue, the Superintendent of Police or his designated representative(s) shall render a decision to the Lodge in writing within fifteen (15) days of receiving the grievance.

Step Four: Within fifteen (15) days of the receipt of the decision of the Superintendent of Police or his designated representative(s), the Lodge may, upon written request, refer the grievance to arbitration.

Grievances concerning medical issues (excluding issues covered under Section 8.6 -- Psychological Review) shall follow the procedure below. Medical issues are defined as grievances involving medical issues, including but not limited to the nonpayment of I.O.D. bills, medical and hospital bills, removal of an officer from duty for medical reasons, refusal to return an officer to duty from medical leave and classification of an injury as non-I.O.D..

Step One: The grievance will be filed with the Medical Director within ten (10) calendar days following the events or circumstances giving rise to the grievance or where first known by the grievant, or thirty-five (35) days, whichever period is shorter. The grievant shall be provided with the relevant medical records within the possession of the

Medical Section, including the Medical Director's determination of the grievant's status and the response to the grievance within ten (10) days of receipt of the grievance by the Department.

Step Two: If the determination at Step One is not satisfactory to the grievant and the Lodge, the Lodge may submit the grievance in writing to the Superintendent of Police or his designated representative(s) within fifteen (15) days of the Step One response or the expiration of the Step One response period, whichever is sooner. Following a hearing on the issue, the Superintendent or his designated representative will render a decision to the Lodge within ten (10) days of receiving the grievance.

Step Three: If the determination at Step Two is not satisfactory, the Lodge may by written request made within fifteen (15) days of the Step Two response or the expiration of the period for said response submit the matter for mediation.

Upon mutual agreement of the parties, the medical grievances not resolved at Step Two, may be submitted to mediation in which representatives of the Lodge, the Police Department and the Finance Committee of the City Council, shall participate, as needed. Any settlements reached in the mediation proceedings shall be binding upon the parties. Medical mediation sessions shall occur each thirty (30) days. The parties shall split evenly the cost of the mediator's fees and expenses.

Step Four: If the grievance is not resolved at Step Three, the Lodge upon written request within five (5) days of the date of mediation, may submit the grievance to arbitration. The mediator shall not be selected as the arbitrator for the same case. The arbitration hearing shall be scheduled to commence within thirty (30) days of the selection of the arbitrator unless the parties agree otherwise.

Section 9.3 Arbitration Of Non-Medical Cases.

Either party may seek arbitration. If the Employer desires to proceed to arbitration, Section 9.2 does not apply. If either party proceeds to arbitration, the following procedure shall apply:

- A. Within ten (10) days, the Employer and Lodge shall attempt to mutually agree upon an Arbitrator. If they fail to agree, a list of seven (7) qualified neutrals shall be requested from the American Arbitration Association. Within five (5) days after receipt of the list, the parties shall select an Arbitrator. Both the Employer and Lodge each shall alternately strike names from the panel. The remaining person shall be the Arbitrator; or
- B. The Employer and the Lodge, by mutual agreement, may submit the matter for mediation before a mediator, but mediation shall not be a pre-condition for arbitration. If the case is not resolved, the parties may exercise their right to arbitrate under this section by request made by either party within fifteen (15) days of the mediation. The mediator shall not be selected as the

arbitrator for the same case. The parties shall split evenly the cost of the mediator's expenses and fees.

- C. The Employer or the Lodge, by mutual agreement, may submit the matter to expedited arbitration under rules to be determined between the parties.

Section 9.4 Authority Of The Arbitrator.

- A. Except as specified in subsection B below, the Arbitrator shall have no right to amend, modify, nullify, disregard, add to, or subtract from the provisions of this Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue or issues presented to the Arbitrator and shall have no authority to make a decision on any other issues not so submitted. The Arbitrator shall submit in writing his decision to the Employer and to the Lodge within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based upon the Arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented, and shall be final and binding upon the parties.
- B. Any officer who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to financially supporting organizations such as the Lodge, upon proof thereof, may be excused from the obligations set forth in Section 3.1, Article 3; and the Arbitrator may require, in lieu of such obligations, the payment by such officer of a sum equal to the fair share agency fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of Title 26 chosen by such officer from a list of at least three such funds to be submitted by the Lodge. The Employer shall not participate in but shall be bound by such an arbitration.
 - 1) If an officer who holds conscientious objections pursuant to this section requests the Lodge to use the grievance-arbitration procedure on the officer's behalf, the Lodge may charge the officer the reasonable costs of using the procedure.

Section 9.5 Expenses Of The Arbitrator.

The fee and expenses of the Arbitrator shall be borne by the party whose position is not sustained by the Arbitrator. The Arbitrator, in the event of a decision not wholly sustaining the position of either party, shall determine the appropriate allocation of his fees and expenses. Each party shall be responsible for compensating its own representative(s) and witness(es). The cost of a transcript, where requested by either party, shall be paid by the party so requesting it.

Section 9.6 Processing And Time Limits:

The resolution of a grievance satisfactory to the Lodge at any step shall be deemed a final settlement, and any grievance not initiated or taken to the next step within the time limit specified herein will be considered settled on the basis of the last answer by management. The time limits specified in this Article may be extended or waived by mutual agreement. Grievances may be initiated at any appropriate step corresponding with the nature of the grievance and the manner in which it arose.

Section 9.7 Normal Operations.

Grievance meetings shall be scheduled at reasonable times and in a manner which does not unreasonably interfere with the Employer's operations. Reasonable duty time shall be allowed the grievant officer(s) and the watch representative or unit representative under this Article, for the pre-arbitral steps under Section 9.2.

Section 9.8 Exhaustion.

It is the intent of the parties to this Agreement that the procedures set forth in this Article shall be mandatory as to any grievance unless expressly and specifically excluded by the terms of this Agreement.

Article 10.***Nondiscrimination.*****Section 10.1 Equal Employment Opportunity.**

The Employer will continue to provide equal employment opportunity for all officers, and develop and apply equal employment practices.

Section 10.2 Nondiscrimination.

The Employer shall not discriminate against officers, and employment-related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, religion, age (40 -- 63), or national origin of the officer nor shall the Employer discriminate against officers as a result of membership in the Lodge.

Nothing contained in this Agreement shall be deemed to preclude the mandatory retirement of any officer upon or after the attainment of age 63. Officers shall not be transferred, assigned or reassigned for reasons prohibited by this Section 10.2.

Section 10.3 Political Activity Or Campaigning.

The Employer shall not prohibit a police officer from or discriminate against his engaging in political activities or campaigning while off duty, provided that the officer does not:

- a. wear a uniform or any part thereof which would identify the individual as a police officer, or use property (including documents or records) of the Chicago Police Department;
- b. display or otherwise lead others to believe he is carrying a badge, baton or gun;
- c. hold himself out as a police officer, except that a truthful response to a legitimate question shall not be a violation of this section;
- d. engage in such activities in a District(s) where he is assigned, unless the officer lives in the District, except that the Employer shall not transfer an officer into a District for the purpose of preventing him from engaging in such activities.

An officer who runs for a political office may but need not take a leave of absence provided that if the officer does not choose to take a leave of absence, he shall first fully exhaust all accumulated paid time off and any time off thereafter shall be subject to meeting the operational needs of the Police Department.

Section 10.4 Religious Holiday Accommodation.

The obligation to accommodate the religious beliefs of officers covered by the Agreement is fulfilled if those officers whose religious beliefs require that they not work, but who are scheduled to work on a recognized religious holiday are permitted, at the officer's option, one of the following choices in order to be excused from their regular tour of duty: (a) the use of a personal day; (b) the use of compensatory time; (c) voluntary change of regular day off (as permitted in Section 20.3 of the Agreement); or (d) excused from duty, non-disciplinary (Code 89). This option may be applied for certain recognized religious holidays of faiths whose tenets require abstinence from work, subject to the determination of the Commanding Officer that this accommodation does not unduly interfere with operational needs.

Section 10.5 Use Of Masculine Pronoun.

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Article 11.***Holidays.*****Section 11.1 Designated Holidays.**

The Employer agrees that the following days shall be considered holidays:

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Pulaski Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Section 11.2 Compensation For Holidays.

Effective July 1, 1981 compensation for the holidays listed in Section 11.1 is granted as follows:

- a. Employees who are required to work a regular tour of duty (eight hours) on a holiday will be credited with eight (8) hours of compensatory time, and four (4) hours of additional pay.
- b. Employees whose regular day off coincides with an established holiday will be credited with eight hours of compensatory time.
- c. Employees whose regular day off coincides with an established holiday, and who are required to work a regular tour of duty (eight hours) on that holiday, will be credited with twenty (20) hours compensatory time, and four (4) hours of additional pay.
- d. All hours in excess of a regular tour of duty on a holiday will be compensated in accordance with the provisions of Article 20, Hours and Overtime.
- e. Compensatory time will not be credited to an employee on a holiday if he is on the medical roll (excluding I.O.D.), absent due to sickness, or death in family, on military leave, suspended, excused non-disciplinary, or on a leave of absence.

Section 11.3 Personal Day.

Effective January 1, 1987 and for each calendar year thereafter officers shall be entitled to receive, in addition to the days specified in Section 11.1, four (4) personal days. Officers shall not be required to work on a personal day provided that written notice of the personal day is given to the appropriate superior no later than ten (10) days prior to the personal day; provided further, that a holiday specified in Section 11.1 may not be selected as a personal day, and that the granting of the personal day does not adversely affect Department operations. Officers may elect to be paid for one of their unused personal days for 1989 in lieu of taking the time off. For 1990 and subsequent years, officers may elect to be paid for two unused personal days per year in lieu of taking the time off. Where officers elect such payment, the payment shall be made by April 1 of the following year.

Section 11.4 Special Compensation Time.

If, as a result of a declaration by the Mayor, all employees of the City of Chicago except for police and fire department employees are given a day off or portion thereof with pay,

then all officers who are required to work during such excused time shall be given compensatory time off at straight-time rate equivalent to the hours worked during such excused time.

Section 11.5 Holiday Declaration.

To the extent that any additional holiday is declared by federal, state or municipal authority during the term of this Agreement, and such holiday is granted to any employee of the Employer, then said holiday shall be added and incorporated into Section 11.1 above and compensated for as provided in Section 11.2 above.

Article 12.

Dental Plan.

The Employer shall make available to officers covered under this Agreement and their eligible dependents dental coverage as set forth in Appendix D. The cost of such coverage to be borne by the Employer.

Article 13.

Layoffs -- Re-employment.

Section 13.1 Notice Of Layoffs.

When there is an impending layoff with respect to any officers in the bargaining unit, the Employer shall inform the Lodge in writing no later than thirty (30) days prior to such layoff. The Employer will provide the Lodge the names of all officers to be laid off prior to the layoff. Probationary officers shall be laid off first, then officers shall be laid off in accordance with their seniority. The officers with the least amount of seniority in the Police Department shall be laid off first, unless special qualifications dictate retention. All officers shall receive notice in writing of the layoff at least thirty (30) days in advance of the effective date of such layoffs.

Section 13.2 Hiring During Layoffs.

No employees may be hired to perform or permitted to perform those duties normally performed by an officer while any officer is in layoff status. In the event special

qualifications requiring expert skills of a technical or professional nature are unavailable in the bargaining unit, but essential to the operation of the Department, the parties shall meet to resolve such issue. If a mutual resolution is not reached, the Employer may invoke the grievance procedure.

Section 13.3 Recall.

Any officer who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the Police Department, as provided in this Agreement, prior to any new officers being hired.

Article 14.

Bulletin Boards.

The Employer shall provide the Lodge with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available, upon which the Lodge may post its notices.

Article 15.

Safety Issues.

Section 15.1 Cooperation.

The Employer and the Lodge agree to cooperate to the fullest extent reasonably possible to promote the use of safe equipment and facilities.

Section 15.2 Safety Committee.

Three (3) officers designated by the Lodge and three (3) persons designated by the Employer shall comprise a safety committee for the purpose of discussing safety and health issues relating to officers and to recommend reasonable safety and health criteria relating to equipment and facilities. The committee shall meet once each month, or otherwise by mutual agreement. Formal recommendations of the committee shall be submitted in writing to the Superintendent of Police with a copy to the Lodge, but shall not be binding upon the Employer or the Lodge.

Section 15.3 Disabling Defects.

No employee shall be required to use any equipment that has been designated by both the Lodge and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the police officer will notify his supervisor, complete required reports, and follow the supervisors direction relative to requesting repair, replacement or the continued operation of said vehicle.

Article 16.

Secondary Employment.

The Employer reserves the right to restrict secondary employment for good cause.

Article 17.

F.O.P. Representatives.

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 17.1 Meeting Participation And Scheduling.

The Employer recognizes and agrees to meet with F.O.P. representatives, including Watch and Unit representatives relating to matters covered by this Agreement. Meetings shall occur at reasonable times by mutual agreement. The names of designated representatives shall be certified to the Employer in writing by the Lodge.

Section 17.2 Leave From Duty.

In addition to the Lodge President, four officers covered by this Agreement shall, upon written request be granted leave from their duties for the Employer, but shall remain on the payroll of the Employer for the purpose of performing full-time duties on behalf of the Lodge. During such leave, such representatives shall continue to accumulate seniority, and shall be eligible for and shall receive all benefits as if they were fully on duty.

including, but not limited to, pension accruals; provided, however, that the Lodge shall reimburse the Employer in an amount equivalent to the salary and fringe benefits paid to such representatives, or on their behalf, provided that the Employer will remain responsible for its portion of the pension contribution. The duration of such leaves shall not exceed three (3) years, but shall be renewable for such successive periods thereafter not to exceed three (3) years each successive period. Such leaves may be revoked or rescinded only by written notice to the Employer from the President of the Lodge. Up to 2 additional officers covered by this Agreement who shall be elected to a State Lodge and/or National Office of the Fraternal Order of Police shall, upon written request, be granted leave from his duties for the Employer under the same terms and conditions as specified in this section.

Section 17.3 Attendance At Lodge Meetings.

Subject to the need for orderly scheduling and emergencies, the Employer agrees that elected officials and members of the Board of Directors of the Lodge shall be permitted reasonable time off, without loss of pay, to attend general, board or special meetings of the Lodge, provided that at least forty-eight (48) hours' notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer. Unit representatives shall also be included within the provisions of the preceding sentence, provided that such time off for such unit representatives shall be without pay, unless the unit representative has compensatory time available and elects to use it.

Section 17.4 Grievance Processing.

Reasonable time while on duty shall be permitted Lodge representatives for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

Section 17.5 Attendance At State And National Conferences.

- A. Subject to staffing needs, a reasonable number of appointed or elected delegates will be permitted to attend state and national conferences of the F.O.P. Such conference time shall be equal to the duration of the conference plus reasonable travel time to and from such conference.
- B. A maximum of twenty-two (22) members of the F.O.P. Board of Directors will be permitted to attend state and national conventions of the F.O.P. with pay. Such convention time shall be equal to the duration of the convention plus reasonable travel time to and from such convention, up to a maximum of five (5) days every two (2) years.

Section 17.6 Lodge Negotiating Team.

Members designated as being on the Lodge negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Lodge negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

Section 17.7 Lodge Activity.

The Employer shall not prohibit discussion, solicitation, or distribution of literature, among officers covered by this Agreement, with respect to matters concerning Lodge affairs, unless such activity interferes with the performance of the duties of any employee or with the orderly and efficient operations of the Employer, or unless it interferes with the transaction of business by the public with the City government.

Article 18.

Disability Income.

Section 18.1 I.O.D.

Effective January 1, 1981, any officer absent from work on account of injury on duty (I.O.D.) for any period of time not exceeding twelve (12) months shall receive for each such I.O.D. full pay and benefits for the period of absence, provided such injury or illness is certified by the Department's physician. Such certification shall not be unreasonably withheld.

Officers who have exhausted said twelve (12) month paid I.O.D. leave shall be given the option to voluntarily go on non-paid medical leave instead of disability pension, provided:

1. The officer must exhaust all furlough, personal days, baby furlough days, and accumulated compensatory time;
2. Such non-paid leave shall continue for no more than three months, plus an extension of no more than three months, and shall not be granted or extended unless the Employer determines that the officer is likely to return to duty within the period of the leave or extension thereof; and

3. Such non-paid leave shall be subject to Section 23.1.B(2) hereinbelow, and shall not be deemed duty disability leave.

Section 18.2 Non-I.O.D.

Effective January 1, 1984, any officer absent from work on account of non- I.O.D. injury or illness for any period of time not exceeding twelve (12) months in any twenty-four (24) consecutive month period, shall receive full pay and benefits for the period of absence, provided such injury or illness is certified by the Department's physician. Such certification shall not be unreasonably withheld.

Section 18.3 Limited Duty I.O.D.

Officers injured in the line of duty, who are certified by the Police Department Medical Director as being able to perform limited duty assignments, shall be given limited duty assignments until they can perform regular duty assignments, or until they are mandatorily retired, whichever occurs first.

Section 18.4 Recognized Openings.

Any officer who is certified by the Police Department Medical Director as being able to perform a limited duty assignment may be placed by the Employer in a recognized opening, as defined in Section 23.9, notwithstanding anything in Section 23.9 to the contrary.

Section 18.5 Certification.

Certification that an officer has been injured in the line of duty shall not be unreasonably withheld.

Section 18.6 Return To Duty.

In order to enable officers applying to return from leave for injury or illness to be processed back to duty as soon as possible, the Employer shall advise such officers in advance of the records needed and other requirements they must meet in order to permit such return.

If the Employer requires and specifies certain additional medical tests to be performed and passed as a condition of the officer's return, and said tests were not, and are not normally, performed in the normal course of appropriate medical treatment for the illness or injury involved, then the Employer shall, at its option, either provide the test, or reimburse the officer for the cost of both the test and any required record thereof to the extent that such cost is not covered by insurance.

The Employer shall not require a physician's certificate as a condition of return to duty from medical leave lasting three days or less, except for good cause.

Section 18.7

The Employer and the Lodge shall establish a joint committee to develop solutions to problems of medical leave cost and abuse. The committee shall be advisory only.

Article 19.

Bereavement Leave.

Section 19.1 Death In Family.

The Employer agrees to provide to officers leave without loss of pay, as a result of death in the family, not to exceed three (3) consecutive days, including regularly-scheduled days off, immediately following the death of a member of the immediate family.

Annual and time-due furlough will not be extended as a result of death occurring in the officer's immediate family during such furlough unless the death occurs during the last three (3) days of the furlough period, at which time the procedure outlined above will be followed.

Section 19.2 Definition Of Family.

A member of the immediate family shall be defined to be any officer's mother, father, wife, husband, daughter or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild.

Article 20.

Hours And Overtime.

Section 20.1 Workday And Workweek.

All time in excess of the hours worked in the normal workday (8 hours) and the normal workweek (40 hours) shall be compensated as provided in Section 20.2.

Section 20.2 Compensation For Overtime.

All approved overtime in excess of the hours required of an officer by reason of the officer's regular duty, whether of an emergency nature or of a non-emergency nature, shall be compensated for at the rate of time-and-one-half. Such time shall be computed on the basis of completed fifteen (15)-minute segments.

The officer shall have the option of electing pay or compensatory time, at the rate of time-and-one-half, for approved overtime hours worked provided that, effective April 15, 1986, officers may accumulate a maximum of 480 hours compensatory time as a result of earned overtime for hours worked in excess of 171 per 28-day police period.

Section 20.3 Sixth And Seventh Day Work.

An officer who is in pay status for six (6) or seven (7) consecutive days within the pay period Sunday through Saturday will be compensated for at the rate of time-and-one-half for work performed on the sixth (6th) day and seventh (7th) day. Voluntary schedule changes will be exempt from this provision.

Section 20.4 Call-Back.

A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly-scheduled working hours. Officers reporting back to the Employer's premises at a specified time on a regular scheduled workday or required to report to the medical section at a specified time on the officer's regular day off, shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the overtime rate.

Section 20.5 Court Time.

Officers required to attend court outside their regularly-scheduled work hours shall be compensated at the overtime rate with a minimum of two (2) hours, except (1) if the court time is during the officer's compensatory time and the officer knew of the court date before his request for compensatory time was approved, (2) while the officer is on paid medical leave, or (3) the officer is compensated for such time by a secondary employer.

Officers required to attend authorized court or authorized pretrial conference within one (1) hour immediately preceding their normal tour of duty will be compensated at the overtime rate of one (1) hour. Officers required to attend authorized court or authorized pretrial conferences commencing during their tour of duty and extending beyond the normal end of the tour of duty will be compensated at the overtime rate on the basis of completed fifteen (15) minute segments. This overtime will be computed from the end of the normal tour of duty to the sign-out time at court or at conclusion of the pretrial conference.

Court appearances during off-duty hours will be credited at the rate of time- and-one-half with a minimum of two hours when the actual time spent in court is two hours or less. When the actual time spent in court exceeds two hours, overtime will be computed on the basis of completed 15-minute segments. Appearances at more than one court on the same day will be computed at the rate of time-and-one-half in the following manner:

1. When the time between court appearances exceeds two hours (sign- out time from the first court to sign-in time at the next court), a minimum of two hours will be credited for each court appearance.
2. When the time between court appearances is two hours or less, overtime will be computed on the basis of completed 15-minute segments for the total time between sign-in at first court and sign- out time at the last court. A minimum of two hours will be credited when this total time is two hours or less.

Section 20.6 Volunteer Tour Of Duty.

Volunteers working a tour of duty (daily or weekly) other than that specified in Section 20.1 shall be compensated at the overtime rate only when that tour of duty exceeds the designated hours.

Section 20.7 Change Of Schedule.

The Employer's right to assign officers for duty at any time and at different times during each 28-day police period remains unrestricted and unchallenged. Watch assignments

effective on "change day" shall remain unchanged by the Employer for the duration of each 28-day police period, except for in-service training, one program per year, with seven (7) days' notice to the officer, pre-service training for promotion and court appearances in excess of two (2) consecutive days. However, starting times may be adjusted by the Employer: (1) plus or minus two (2) hours from the designated starting time; or (2) for up to seven (7) hours within an officer's assigned watch for circumstances not known to the Department 48 hours prior to the start of the police period. Provided that where an officer who has been scheduled to attend in-service training does not attend for any reason beyond the reasonable control of the Employer, the Employer may reschedule said officer for said in-service training without payment of premium time hereunder.

Any adjustment inconsistent with the above provision, made after the start of the 28-day police period, will result in payment in accordance with Section 20.2 for the hours worked outside of the officer's tour of duty scheduled at the beginning of the officer's 28-day police period for that period. Shift changes during a police period made voluntarily at the request of an officer and upon approval of the Employer shall not require additional compensation.

This section does not apply to a condition where the Superintendent of Police and the Mayor have determined in writing that a serious emergency condition exists or to officers assigned to duties which by their very nature require changes in starting time, including: Personnel working in the Office of the Superintendent, working in the Patrol Division who are assigned to district tactical teams, First and Eighteenth District foot patrol units, Patrol Division Administration, the Detail Unit, the Labor Relations Section, the Mounted Unit and the Gang Crimes Section; Internal Affairs Division; Bureau of Community Services; Personnel Division Personnel Investigations Section; Summer Mobile Force; Organized Crime Division; Special Events Unit; Detached Services Unit; Operational Services-Administration; Youth Division Special Investigations Unit; Auto Theft Special Investigative and Stripping Teams; Central Investigation Unit; Detective Division mission teams and officers assigned to dignitary protection duties as part of their regular duties, or temporary replacements therefor, excluding officers assigned to visiting dignitaries; and up to two officers assigned to the immediate staff of exempt commanding officers.

Section 20.8 Standby.

Where the Employer requires an officer to remain on standby, available for work, and the officer is not able to come and go as he pleases, such time shall be paid as time worked.

Section 20.9 Day-Off Changes.

Days off assigned on 'change day' shall remain unchanged for the duration of each 28-day police period except for in-service training programs, with a maximum of one program per year provided the officer is given seven (7) days' notice of such change, and pre-service training for promotion.

The Employer's right to assign officers for duty while on regular day-off status is unrestricted and unchallenged. The Employer agrees, however, that in each such event it will pay the officer so assigned the optional premium time under Article 20 of the Agreement (except for in-service training programs, with a maximum of one program per year provided the officer is given seven (7) days' notice of such change, and pre-service training for promotion, provided, that where an officer who has been scheduled to attend in-service training does not attend for any reason beyond the reasonable control of the Employer, the Employer may reschedule said officer for said in-service training without payment of premium time hereunder.

Day-off changes made voluntarily at the request of an officer, and upon approval of the Employer, shall not require premium pay pursuant to Section 20.3. Changes required to implement the provisions of Section 23.2 controlling scheduled days off for members of the bargaining unit going on or returning from furlough, also shall not require premium compensation.

The Lodge acknowledges that willingness to forego summer furlough and days off on Saturdays, Sundays and holidays and accept varied days off each week are conditions of assignment among mounted unit patrol officers covered by the collective bargaining agreement. The mounted unit is a recognized exception to this section, and a change of regular day-off status for personnel assigned to the mounted unit may be made on a day other than "change day" without payment of premium time under Article 20 of the Agreement, provided that affected personnel shall receive at least ten (10) days' notice of such change. Those officers assigned to events known as the Taste of Chicago, Mexican Independence Festival and Puerto Rican Independence Festival shall not have their day-off group changed for the purpose of avoiding the payment of overtime pay. In the event that days off must be cancelled to supplement the personnel assigned to said events, the opportunity to earn overtime pay will first be offered to the officers assigned to said events. If there are not sufficient volunteers, said overtime pay opportunities will be offered to officers who are in regular day-off status in the District where the event occurs. In the event the City permits an event known as Oktoberfest, said event shall be added to the three above listed events.

Section 20.10 Day-Off Group Assignment.

In the event the Employer determines to change an officer's day-off group assignment, the Employer shall seek volunteers to satisfy its needs; provided, however, (1) if there are more volunteers than required, the volunteers with the greatest seniority on the watch in the day-off group affected shall be changed, and (2) if there are not sufficient volunteers, the officers with the lowest seniority on the watch in the day-off group affected shall be changed; provided further, said officers meet the Employer's needs.

Section 20.11 Accumulation Of Compensatory Time.

The Employer will not restrict an accumulation of compensatory time subject to Section 20.2 and the number of hours of compensatory time which an officer has on record shall not be the controlling factor in determining whether an officer will be allowed to take time due.

Section 20.12 Back To Back Shifts On Change Day.

An officer shall normally not be required to work more than four hours on the first watch on change day if he has worked a full tour of duty on the third watch on the preceding day. If he is required to work more than four hours on a change day on the first watch, he shall be paid at the rate of time and one-half for the hours worked on the first watch on change day.

Section 20.13 Duty Availability Allowance.

Effective on each of the following effective dates, all officers shall be paid the following quarterly amounts:

Effective Date	Amount Per Quarter
January 1, 1990	\$130.00
January 1, 1991	An additional \$130.00, for a total of \$260.00 per quarter.

Article 21.

Uniforms.

Section 21.1 Uniforms And Equipment Advisory Committee.

The Lodge shall establish a three (3)-member Uniforms and Equipment Advisory Committee. The Committee's function will be to offer recommendations relative to additions or deletions in the Department's Uniforms and Personal Equipment Program. The recommendations will be channeled through the Research and Development Division to the Department's Uniforms and Personal Equipment Policy Committee. Any and all

recommendations made by the Uniforms and Equipment Advisory Committee will be advisory only.

Section 21.2 Major Changes.

The Department will apprise the Uniforms and Equipment Advisory Committee of the Lodge whenever major changes to the Uniform and Personal Equipment Program are anticipated.

Section 21.3 Uniform Allowance.

Effective January 1, 1989, each officer shall receive a uniform allowance of \$900.00 per year, payable in three installments of \$300.00 each, on February 1, August 1 and December 1 of each year (except that the remainder due on the first and second installments for 1989 shall be paid as soon as feasible after City Council adoption of this Agreement in ordinance form). The parties acknowledge that the officers have received a \$200.00 uniform allowance on February 1, 1989 and August 1, 1989.

Section 21.4 Uniform Change Or Modification.

The Employer shall pay for the first issue of any change in or modification of the prescribed uniform announced and effective after November 15, 1981.

Section 21.5 Uniform Option.

Subject to seasonal uniform requirements, the prescribed dress uniform may be worn at any time at the officer's option. The current optional winter leather jacket is reclassified as an alternative to the prescribed long cloth coat, but an officer shall not be required to own both. When performing administrative/clerical duties inside a facility, the prescribed uniform short sleeved shirt may be worn irrespective of seasonable uniform requirements.

Section 21.6 Lost Shields.

Until December 31, 1991 in cases where discipline is warranted, the maximum suspension for the first offense of loss of shield shall be one-half day to be implemented by reducing the officers compensatory time by four (4) hours or an actual one-half day suspension without pay if the officer does not have available comp time.

Article 22.

Indemnification.

Section 22.1 Employer Responsibility.

The Employer shall be responsible for, hold officers harmless from and pay for damages or moneys which may be adjudged, assessed, or otherwise levied against any officer covered by this Agreement, subject to the conditions set forth in Section 22.4.

Section 22.2 Legal Representation.

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties.

Section 22.3 Cooperation.

Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 22.4 Applicability.

The Employer will provide the protections set forth in Sections 22.1 and 22.2 above so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 22.3, with the City of Chicago in defense of the action or actions or claims.

Section 22.5 Expedited Arbitration.

Grievances alleging a violation of Article 22 may be initiated at Step Four of the grievance procedure. In arbitrations thereunder, unless the parties agree otherwise, hearing shall commence within thirty (30) days of the selection of the arbitrator, and the arbitrator shall issue his award in writing within fifteen (15) days following the close of the hearing; the full written decision of the arbitrator may be issued within thirty (30) days of the close of the hearing.

*Article 23.**Seniority.*

Section 23.1 Definition And Application.

- A. Seniority shall be defined as an officer's continuous length of service from the date of last hire as a police officer, subject to subsection B below.

The seniority of an officer retained beyond the twelve-month probationary period shall date back to the last date of hire as a police officer and be subject to the deductions provided in subsection B.

In the event two or more officers have the same seniority date, the older officer, as determined by referring to the officers' date of birth as recorded on their employment application, shall receive the higher seniority status.

- B. There shall be only one seniority for officers covered by this Agreement and that seniority shall control for the purpose of determining rights, benefits, and other conditions of employment affected by seniority under this Agreement, subject to the following:

- (1) Suspensions occurring before July 1, 1981 shall be deducted in computing continuous length of service for purposes of determining advancement within the salary schedule, amount of furlough, and seniority for other purposes covered by this Agreement.
- (2) All absence from the Employer's service without pay as a result of leaves for more than thirty (30) days (other than military or duty disability) and all unexcused absences shall be deducted in computing continuous length of service for purposes of determining advancement within the salary schedule, amount of furlough, and seniority for other purposes covered by this Agreement.
- (3) Effective January 1, 1984, only the days absent in excess of a thirty (30) day leave from the Employer's service without pay (other than military or duty disability) shall be deducted in computing continuous length of service for purposes of determining advancement within the salary schedule, amount of furlough, and seniority for other purposes covered by this Agreement.

- C. The seniority for officers who resigned after August 18, 1981, applied for reinstatement within one (1) year, and were subsequently rehired prior to

January 1, 1984 shall be computed by deducting time lost due to resignation and as provided for in subsection B.

D. The seniority of an officer and the employment relationship shall be terminated in the following circumstances:

1. Resignation;
2. Separation (discharge);
3. Retirement;
4. Unauthorized absence for four (4) consecutive working days without notice to the Employer;
5. If laid off, failure to report fit for duty within seven (7) days of delivery of written notification of recall to the officer's last known address, which notification shall be simultaneously provided to the Lodge;
6. Failure to report fit for duty upon termination of an authorized leave of absence; and
7. Laid off for a period of time as set forth in the City of Chicago Personnel Rules as in effect on December 31, 1983.

Section 23.2 Furlough Scheduling.

An officer shall select his furlough within the unit of assignment, or if detailed for 28 days or more prior to the date selection begins, within the unit of detail on the basis of seniority. Officers may elect to take their full furlough or split the furlough to which they are entitled into two equal segments. Both furloughs, if split, shall be determined in one process and on the basis of seniority.

A full furlough will commence on the 1st day of a police period. A split furlough will commence on either the 1st or 15th day of a police period.

Compensatory time furloughs will not be scheduled for officers who split their annual furloughs; however, such officers shall be allowed to take a compensatory time furlough by utilizing compensatory time and/or personal days between regularly-scheduled weekends off, subject to man power requirements.

Furlough schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks.

The day-off group of an officer on furlough (full or split) will not be changed during the remainder of the week in which the officer is scheduled to return, unless an officer who is required to work on his scheduled day(s) off during that week is compensated by the payment of premium benefits under Article 20 for all hours worked on his scheduled day off.

Officers who elect to split their furloughs into two segments will be returned to the day-off group they were in at the time the furlough segments were selected. Affected officers will notify their unit commanding officers two weeks prior to the beginning of the furlough segment if their day-off group must be changed to match the original group. The change in day-off group should take place on the Sunday preceding the first day of the furlough segment.

Section 23.3 Promotion.

Seniority shall be considered in the promotion of officers covered by this Agreement. In considering officers for promotion, seniority shall in competitive testing, be utilized as a tiebreaker.

Section 23.4 Seniority List.

The Employer shall prepare a seniority list. The list shall be made available to officers in each unit. The Lodge shall receive a copy of said list at least once each year. In addition to a seniority list by seniority, the Lodge shall be provided a seniority list in alphabetical order at least once each year.

Section 23.5 Personal Day Selection.

Any dispute within a unit as to the selection of a personal day provided for in Section 11.3 shall be resolved by seniority.

Section 23.6 Overtime For Pre-Planned Events.

The following procedures will apply in case of events which will require the cancellation of days off and for which the Department has received a minimum of 21 days prior notice.

In those units which have been designated to provide personnel, seniority will be the dominant factor in the selection of officers required to work their regular days off, provided that the member to be selected possesses the necessary skill or special qualifications to perform the duties required.

The Employer will post a notice of such events on the unit bulletin board and officers desiring to exercise the option to work will notify their unit commanding officer within seven days of the date the notice was posted.

Those officers who have been given the option to work their regular day off, whether the option was accepted or rejected, will not be afforded the option to work on a subsequent overtime event until all officers in the unit have been afforded this option.

For the purpose of pre-planned overtime assignments, a unit may be defined as a bureau, division, district, watch, tactical team, et cetera.

For duty on election or primary days, seniority will be the dominant factor in the selection of members required to work their regular day off in the polling place. Those officers who work overtime will be compensated in accordance with Sections 20.1 and 20.2. For purposes of this paragraph, officers in tactical teams on their regular day off shall be treated the same as other officers on the same watch in the same district, subject to operational needs.

Section 23.7 Holiday Assignment.

When operational considerations require that some officers of a unit work on a holiday, as defined in Section 11.1 of this Agreement, seniority will be a dominant factor in the selection of officers. The most senior officers will be given the option to work, provided that the holiday is not an officer's regular day off and that the officer possesses the necessary skill or special qualifications to perform the duties required. Those officers who have been given the option to work on a holiday, whether the option was accepted or rejected, will not be afforded the option to work on a subsequent holiday until all officers in the unit have been afforded this option.

For the purpose of holiday assignments, a unit may be defined as a bureau, division, section, watch, district, et cetera.

Section 23.8 Filling Recognized Vacancies.

This section shall apply only to the following: Data Center Network Control Unit, Public Transportation Section, Public Housing Section, The Special Activity Section Detail Unit, District Law Enforcement including O'Hare Airport, Traffic Records Section, Traffic Court Section, Traffic Enforcement Section, Traffic Safety Section, Canine Unit, Mounted Unit, Marine Unit, Major Traffic Accident Investigation Section, Loop Intersection Control Unit, Gun Registration Section, Records Inquiry Section, Field Inquiry Section, Evidence and Recovered Property Section, Police Document Services Section, Central Detention Section, Auto Pound Section (D-1 Officers), Motor Maintenance Division (D-1 Officers), Communications Operations Section (D-1 Officers), Area Criminal Investigations, Youth Division Missing Persons Section, Youth Division Juvenile Court Liaison Section and Youth Division Areas (excluding Youth Division Special Investigations Unit and Youth

Division Administration), Auto Theft Section, Bomb and Arson Section (except bomb technicians), excluding the immediate staff of each exempt commanding officer not to exceed two staff members.

A vacancy for purposes of this section ("recognized vacancy") exists when an officer is to be transferred, resigns, retires, dies, is discharged, when there are new units created, or when the Department increases the number of employees in a unit, except for details for not more than 3 months; provided that, in any event, this Section 23.8 shall not apply to (1) the Summer Mobile Force detail from the last change day before Memorial Day to the first change day after Labor Day, and (2) the Auto Snow Tow detail from the last change day before December 1 to the first change day after April 1. The Employer shall determine at any time before said vacancy is filled whether or not a recognized vacancy shall be filled. If and when the Employer determines to fill a recognized vacancy, this section shall apply. In order to avoid the inefficiency of chain-effect bidding, the vacancy created by the reassignment of a successful bidder shall be a recognized vacancy herein; however, subsequent vacancies created thereby shall be filled within the Department's discretion. Further, there is no recognized vacancy created as a result of emergencies, or when an officer is removed for disciplinary reasons for up to 30 days. When an officer is removed for disciplinary reasons for more than 30 days a recognized vacancy is created.

The Employer shall post a list of recognized vacancies, if any, stating the requirements needed to fill the opening, at least 14 days before the start of the 28-day police period. A copy of such postings shall be given to the Lodge. Non-probationary officers within the same D-1 salary grade or D-2 job classification, within 72 hours of the time the list has been posted, may bid on a recognized vacancy in writing on a form to be supplied by the Employer. One copy of the bid shall be presented to the Employer; one copy shall be forwarded to the Lodge; and one copy shall be retained by the officer. Bidding under this section 23.8 may only be for a recognized vacancy in a specific unit without regard to shift, days off, unit duty assignments, et cetera. The Employer shall respond to the successful bidder and the Lodge no later than 3 days prior to the change day for the new 28-day police period. During the bidding and selection process, the Employer may temporarily fill a recognized vacancy by assigning an officer to said vacancy until the recognized vacancy is filled.

An eligible bidder shall be an officer who is able to perform in the recognized vacancy to the satisfaction of the Employer after orientation without further training. The Employer shall select the most senior qualified bidder when the qualifications of the officers involved are equal. In determining qualifications, the Employer shall not be arbitrary or capricious, but shall consider training, education, experience, skills, ability, demeanor and performance, except that the parties recognize that the unique operational needs of the Employer require flexibility in the delivery of public service, and to meet this need the Employer may fill 20% of the recognized vacancies within its discretion, provided that, if the Employer does not utilize any or all of its 20% exception in any personnel order, the remainder of the unused exception may be carried forward and used to fill future recognized vacancies within a 12-month period. It is further provided with respect to any recognized vacancies occurring within the Public Transportation Section only, "50%" shall be substituted for 20% in the preceding sentence for the period from the effective date of this Agreement through December 31, 1991; provided, (1) no officer assigned to the Public Transportation Section prior to the addition of this sentence to the Agreement shall be

transferred out of said section solely by reason of the substitution of said percentage figure, and (2) said 50% in said section shall not reduce the overall 20% which would otherwise be available to the Employer (i.e., 100% of the recognized vacancies in said section may be filled at the Employer's discretion if, in so doing, the overall 20% limit is still met; or 50% in said section may be filled at the Employer's discretion without regard to the overall 20% limit).

The successful bidder may not bid for another recognized vacancy for one year. A successful bidder may not be reassigned for one year, except for (1) emergencies for the duration of the emergency, (2) for just cause or (3) where the Superintendent determines that the officer's continued assignment would interfere with the officer's effectiveness in that assignment. When there are no qualified bidders the Employer may fill the recognized vacancy within its discretion.

Section 23.9 Filling Unit Duty Assignments.

This section shall apply only to the following jobs within the units set forth in Section 23.8: Abandoned Vehicle Officer, Warrant Clerk, Summary Investigation Detective, Review Investigation Detective, Warrant Officer, Review Officers, and Detective Division Administrative Desk Duty Assignment; and District Desk or Lock-up only as specifically set forth below.

An opening in a unit duty assignment for purposes of this section ("recognized opening") exists when an officer performing the above unit duty assignments is to be transferred, resigns, retires, dies, is discharged, when there are new unit duty assignments created, or when the Department increases the number of employees in a unit, except for details for not more than 3 months. An officer's assignment to a detail shall not be rolled over solely for the purpose of avoiding the effect of this section. The Employer shall determine at any time before said opening is filled whether or not a recognized opening shall be filled. If and when the Employer determines to fill a recognized opening, this section shall apply. Further, there is no recognized opening created as a result of emergencies, or when an officer is removed for disciplinary reasons for up to 30 days. When an officer is removed for disciplinary reasons for more than 30 days a recognized opening is created.

The Employer shall post within the unit a list of recognized openings therein, if any, stating the requirements needed to fill the opening, at least 12 days before the start of the 28-day police period. A copy of such postings shall be given to the Lodge. Non-probationary officers within the same unit and within the same D-1 salary grade or D-2 job classifications, within 72 hours of the time the list has been posted, may bid on a recognized opening in writing on a form to be supplied by the Employer. One copy of the bid shall be presented to the Employer; one copy shall be forwarded to the Lodge; and one copy shall be retained by the officer. The Employer shall respond to the successful bidder and the Lodge no later than 3 days prior to the change day for the new 28-day Police Period. During the bidding and selection process, the Employer may temporarily fill a recognized opening by assigning an officer to said opening until the recognized opening is filled.

An eligible bidder shall be an officer who is able to perform in the recognized opening to the satisfaction of the Employer after orientation. The Employer shall select the most senior qualified bidder when the qualifications of the officers involved are equal. In determining qualifications, the Employer shall not be arbitrary or capricious, but shall consider training, education, experience, skills, ability, demeanor and performance.

The successful bidder may not bid for another recognized opening for one year. A successful bidder may not be reassigned for one year, except for (1) emergencies for the duration of the emergency, (2) for just cause, (3) where the Superintendent determines that the officer's continued assignment would interfere with the officer's effectiveness in that assignment or (4) temporary unit duty assignments for operational needs, provided that the Employer shall not fill the vacated unit duty assignment. When there are no qualified bidders the Employer may fill the recognized opening within its discretion. Unit duty assignments in District Desk or Lock-up shall be treated in accordance with this Section 23.9, in all respects except the following: (1) only non-probationary officers within the same watch and within the same D-1 salary grade shall be eligible to bid for recognized openings in such assignments.

Section 23.10 Non-Disciplinary Demotion.

In the event of non-disciplinary demotions for economic reasons, the Employer shall select the most junior officer when the qualifications of the officers involved are equal. In determining qualifications, the Employer shall not be arbitrary and capricious, but shall consider training, education, experience, skills, ability, demeanor and performance.

Section 23.11 Details.

Officers assigned to units designated to provide personnel to the Summer Mobile Force, Expressway Detail, Auto Snow Tow Detail, and the Winter Holiday Season Traffic Detail will be permitted to bid for this detail on the basis of seniority. If and to the extent there are insufficient bidders from a designated unit to meet that unit's allocation, the Employer will select officers who are deemed qualified by reverse seniority from the designated unit to fill that unit's allocation.

If the Employer determines to assign a detail outside the district to a sports event, parade, festival, labor dispute, or other mutually agreed upon details, the Employer shall announce the detail at a roll call preceding the event, which roll call is for the same roll call on the same watch in the same district from which officers are to be assigned to the detail. If notification at roll call is not feasible or appropriate, the Employer shall determine the method of notification. The Employer shall select officers to work the detail on the basis of seniority from among those qualified officers on said watch who are not in bid jobs and who volunteer for the detail. If and to the extent that there are insufficient qualified volunteers, the Employer shall select officers on the basis of reverse seniority, provided that the Employer may assign probationary officers without regard to seniority.

The Employer's right to assign tactical teams or other specialized units shall not be restricted in any way by this section. In emergency situations, this section shall not apply.

For purposes of bidding, the Employer may disregard seniority if to the extent necessary to achieve the balance of experience and qualifications the Employer determines to be desirable in the detail and unit involved.

For purposes of selecting officers on the basis of reverse seniority, the Employer may retain a junior officer if and to the extent necessary to fulfill operational needs.

Section 23.12 Reassignment Of Duties.

Any other provision of this Agreement to the contrary notwithstanding, nothing in this Agreement shall be deemed to prohibit the Employer from hiring or assigning any non-bargaining unit personnel to perform any unit duties as described in Appendix B and/or C, provided that no officer covered by this Agreement shall be laid off either as a result thereof or if his non-unit replacement, if any, has not been laid off.

Any officer who is to be displaced by a non-unit person shall be given 60 days' prior notice of said displacement. The Employer shall designate the positions and duties to which displaced officers shall be assigned. Displaced officers may be assigned to other job duties within the same unit without regard to Sections 23.8 and 23.9. If the Employer decides to assign displaced officers to different units, such displaced officers shall be permitted to bid for such assignments which the Employer decides to fill with such officers on the basis of seniority and qualifications in accordance with Section 23.8. If officers other than those displaced are permitted by the Employer to bid for such assignments, then all the displaced officers shall be deemed to be more senior than all of the non-displaced bidders for purposes of said bid.

If an officer was assigned to duties as a result of a successful bid under Section 23.8 or 23.9 prior to April 1, 1987, then said officer may be displaced and replaced by a non-unit person in accordance with the second sentence of the last paragraph of Section 23.8 or the second sentence of the last paragraph of Section 23.9. Officers who bid after said date may be displaced and replaced by non-unit personnel without regard to said sentences.

An officer who has been given a limited duty assignment pursuant to Section 18.3 shall not be displaced from limited duty under this Section 23.12 for the duration of his eligibility for limited duty.

Section 23.13 Acting Desk Sergeant.

In assigning officers to be Acting Desk Sergeant, the Employer shall select the most senior qualified officer in the district on the same watch when the qualifications of the officers involved are equal in determining qualifications, the Employer shall not be

arbitrary or capricious, but shall consider training, education, experience, skills, ability, demeanor and performance.

Article 24.

Educational Reimbursement.

Employer agrees to provide tuition reimbursement to officers for extra-departmental education subject to the following conditions:

- A. To be eligible for reimbursement:
 - 1. Each course taken must be job-related or necessary for a degree.
 - 2. Proof of acceptance for a degree program must be presented upon request.
 - 3. Each course taken must grant college level credit.
 - 4. Each course must be taken through an accredited college or university.

- B. Employees must file applications for reimbursement on the appropriate forms no later than thirty (30) days after the beginning of the course of study.

- C. Reimbursement will be granted on the following basis:
 - 1. Grade "A" 100%
 - 2. Grade "B" 75%
and other grades
classified by the
school as passing

- D. Reimbursement may be denied if an officer's work performance is deemed inadequate or if an officer has a record of sustained infractions of Department orders, directives or procedures.

- E. Reimbursement will not be granted if:

1. Tuition costs are covered by Veteran's Administration or other funds, or
 2. The program in which the officer is enrolled is reimbursable through a federal grant-in-aid program for which the officer is eligible.
- F. Reimbursement will be made for a maximum of two (2) courses per school term.
- G. Reimbursement will be granted when an officer is required by the Superintendent of Police to attend an educational or training program.

Article 25.

Life Insurance.

The Employer agrees to continue to provide \$15,000 life insurance benefit at no cost to the officer; and A.D.&D. to be \$2,000. Officers must complete a City of Chicago Group Term Life Insurance enrollment formset including the employee beneficiary section of the formset in order to qualify for coverage in the Basic Group Term Life Plan. The failure of the officer to complete the enrollment formset will result in termination of the officer's Basic Group Term Life Insurance coverage.

The Employer agrees to provide procedures for officers to purchase optional Group Term Life Insurance and Universal Life Insurance in addition to basic Group Term Life Insurance coverage provided above at nominal additional cost to the officer, in accordance with the Employer's program for sworn employees.

Article 25 A.

Optical Coverage.

The Employer shall provide each officer and each of their dependents with an optical plan, the cost to be borne by the Employer. Each year, for each officer and for each dependent, the Plan shall provide payment, with no deductible provision, in accord with the following schedule: for optical examination, \$25.00; for corrective lenses, \$15.00 for each lens; or, for bifocal lenses, \$20.00 for each lens; or for trifocal lenses, \$30.00 for each lens; and, when necessary for eye glass frames, \$30.00 per pair; or, for contact lenses, \$25.00 for each lens.

*Article 25 B.**Medical Provisions.***Section 25B.1 Ambulance Fees.**

Officers and their eligible dependents will be exempt from fees for emergency medical services performed by the Chicago Fire Department.

Section 25B.2 Mandatory Retirees.

The Employer agrees to make available to officers who are mandatorily retired at age 63, and their eligible dependents, continued coverage under the hospitalization and medical program, the dental plan, and the optical plan. The officer's coverage shall terminate on the officer's 65th birthday. The dependent's coverage shall terminate on the day the dependent ceases to be an eligible dependent as defined in a plan. The Employer shall contribute the full cost of coverage for officers who elect such coverage for themselves and their dependents.

*Article 26.**Wages.***Section 26.1 Salary Schedule.**

Beginning effective July 1, 1989, the basic salary schedule of officers covered by this Agreement shall be as reflected in Appendix A, a copy of which is appended hereto and made a part hereof. Officers covered by this Agreement whose salaries are not reflected in the basic salary schedule shall have their present salaries increased as follows: Effective July 1, 1989, three (3%) percent; effective October 1, 1989, one and one-half (1-1/2%) percent; effective July 1, 1990, two (2%) percent; effective October 1, 1990, two and one-half (2-1/2%) percent; effective July 1, 1991, three (3%) percent; effective October 1, 1991, four (4%) percent.

Section 26.2 Work Out Of Grade.

(a) Any officer covered by this Agreement being paid D-1 salary who is directed to perform substantially all the duties and assumes substantially all the responsibilities of a Patrol Specialist, Auto Pound Supervisor and/or Garage Supervisor, for two (2) or more hours within a single eight-hour tour of duty, shall be paid at a D-2 rate consistent with his own tenure for an eight-hour tour of duty, or for the time spent, whichever is greater.

Any officer covered by this Agreement being paid D-1 or D-2 salary who is directed to perform substantially all the duties and assumes substantially all the responsibilities of Sergeant (other than in the Internal Affairs Division, Training Division, or Research and Development Division) or Police Laboratory Technician II for more than two (2) hours within a single eight-hour tour of duty, shall be paid at a D-3 rate consistent with his own tenure for an eight-hour tour of duty, or for the time spent, whichever is greater.

(b) Any officer covered by this Agreement regularly assigned to a position which is paid at a D-2 rate, who is temporarily detailed to perform the work of a lower-rated employee which work is normally paid at the D-1 rate, shall continue to be paid at the D-2 rate for such work. This paragraph (b) does not apply to demotions or reassignments.

Section 26.3 Payment Of Wages.

Except for delays caused by payroll changes, data processing or other breakdowns, or other causes outside the Employer's control, the Employer shall continue its practice with regard to the payment of wages, which generally is: (1) payment of wages provided herein shall be due and payable to an officer no later than the 1st and 16th of each month, and (2) holiday premium pay shall be due and payable to the officer no later than the 22nd day of the month following the month in which the holiday premium was earned. (3) Other premium pay shall be payable to the officer no later than the last day of the period following the period in which the premium work was performed. The Employer shall not change said paydays except after notice to, and, if requested by the Lodge, negotiating with the Lodge. 'Negotiating' for the purposes of this section, shall mean as it is defined in Section 8(d) of the National Labor Relations Act.

Section 26.4 Payment Of Time.

An officer covered by this Agreement who resigns, retires, or dies, shall be entitled to and shall receive all unused compensatory time accumulated by said officer including furlough time and time accumulated pursuant to the provisions of Article 20 (Hours and Overtime) and Article 11 (Holidays). An officer who is separated for cause shall be entitled to receive only unused compensatory time accumulated as a result of earned overtime for hours worked in excess of 171 per 28-day period.

Article 27.

Residency.

All officers covered by this Agreement shall be actual residents of the City of Chicago.

Article 28.

Duration, Enforcement And Dispute Resolution.

Section 28.1 Term Of Agreement.

This Agreement shall be effective from January 1, 1989 and shall remain in full force and effect until December 31, 1991. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than August 1, 1991 preceding expiration and no later than September 1, 1991 preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt. It is mutually agreed that the Articles and sections shall constitute the Agreement between the parties for the period defined in this section.

Section 28.2 Continuing Effect.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedure are continuing for a new Agreement or part thereof between the parties.

Section 28.3 Impasse Resolution, Ratification And Enactment.

A. If the parties reach a complete agreement as to the items for negotiation at the end of any negotiating period, the following procedure shall apply:

1. The agreement will first be presented to the Lodge membership with the recommendation of the Executive Board for ratification.

2. Within ten (10) days after such ratification by the Lodge membership, the Agreement will be submitted to the City Council of the City of Chicago, with the Superintendent of Police and the Mayor's recommendation for ratification and concurrent adoption in ordinance form pursuant to the City's Home Rule authority. The Employer and Lodge shall cooperate to secure this legislative approval.
3. In the event the City Council should reject the recommended agreement, the parties shall meet again within ten (10) days of the Council's vote to discuss the reasons for the Council's rejection and to determine whether any modifications can be made to deal with the problems; but either party may thereafter invoke arbitration in accordance with Section 28.3(B) of this Article upon ten (10) days' written notice to the other party.

For purposes of this Article, rejection by the City Council means affirmative rejection by a three-fifths (3/5) vote of the members of the City Council within thirty (30) days of the date the contract is submitted to it.

B. If complete agreement is not reached between the parties as to the items for negotiation at the end of any negotiating period, the following procedure shall apply:

1. In the event that disputed items cannot be resolved during the negotiation period, all disputed items shall be referred to a three person Arbitration Board, one member to be selected by each of the parties and the third member to be jointly agreed upon by the parties.
2. A Dispute Resolution Board shall be convened and shall be composed of three (3) persons: one appointed by the Employer, one appointed by the Lodge and one impartial member to be mutually selected and agreed upon by the Employer and the Lodge. If, after a period of five (5) days from the date of the appointment of the two representatives of the parties, the remaining Board member has not been selected or otherwise agreed upon, then either representative may request the American Arbitration Association or its successor in function to furnish a list of seven members of said service from which the remaining Board member shall be selected. The Association shall be advised that eligibility for names to be placed upon the list shall include the following: membership in the National Academy of Arbitrators; at least five (5) years' experience in labor relations dispute resolutions in either the private or public sector; United States citizenship; and a commitment by any such individual that, if appointed or selected, said individual agrees to comply with the time limits set forth in subsection 28.3(B)5, below. Upon mutual written agreement of the Employer and the Lodge, the parties' right to appoint any Board members other than the impartial member may be mutually waived.

3. The list shall be immediately published and the representative appointed by the Employer shall within five (5) days after publication of said list eliminate three (3) names from the list. Within two (2) days after such elimination, the representative appointed by the Lodge shall eliminate three (3) names from the list. The remaining individual, plus the individual appointed by the Employer and the individual appointed by the Lodge, shall compose the Dispute Resolution Board.
4. The member of the Dispute Resolution Board selected, pursuant to subsection 28.3(B)3, above, shall act as chairman. He shall be an impartial, competent and reputable individual and shall be administered and subscribe to the constitutional oath or affirmation of office. The Employer and the Lodge shall each pay half of the fees and expenses of the impartial member.
5. The Chairman shall have the authority to convene and adjourn proceedings, administer oaths, compel testimony and/or documents, and employ such clerical or research assistance as in his judgment and discretion are deemed warranted. He shall convene proceedings on the issues presented to the Dispute Resolution Board within ten (10) days after his appointment and/or selection; and the Board shall make its determination within thirty (30) days after it has convened. The time limits set forth herein may be extended only upon written mutual agreement of both the Board member appointed by the Lodge and the Board member appointed by the Employer.
6. The Employer and Lodge shall attempt to agree upon a written statement of the issue or issues to be presented to the Board. In lieu of or in addition to such mutual statement of issues, each party may also present its own list or statement of issues, provided only that any such issue not mutually agreed upon shall have been an issue previously the subject of negotiations or presentation at negotiations. During the course of proceedings, the Chairman of the Board shall have the authority as necessary to maintain decorum and order and may direct (absent mutual agreement) the order of procedure; the rules of evidence or procedure in any court shall not apply or be binding. The actual proceedings shall not be open to the public and the parties understand and agree that the provisions of Ill. Rev. Stat. Ch. 102, §41 are not applicable. If in the opinion of the impartial member of the Board it would be appropriate in his discretion to meet with either the Employer or Lodge for mediation or conciliation functions, the Board may do so, provided only that notice of such meetings shall be communicated to the other party.
7. The compensation, if any, of the representative appointed by the Lodge shall be paid by the Lodge. The compensation of the representative appointed by the Employer shall be paid by the Employer.
8. The terms decided upon by the Board shall be included in an agreement to be submitted to the City Council for adoption. The terms of this Agreement shall continue to bind both parties hereto during all negotiations and impasse resolution procedures.

9. If the City Council should reject the arbitrated agreement, the parties shall meet again within ten (10) days of the Council's vote to discuss the reasons for the Council's rejection and to determine whether any modifications can be made to deal with the problems; but either party may thereafter terminate this Agreement upon ten (10) days' written notice to the other.
10. There shall be no implementation of any provisions of a successor agreement without Council ratification and adoption in ordinance form of the agreement; except, however, that the terms of this Agreement shall remain in full force and effective until a successor agreement is adopted in ordinance form or this Agreement is terminated pursuant to subparagraph 28.3(B)9.
11. As permitted by Ill. Rev. Stat., Chapter 48, Section 1614(p), the impasse resolution procedure set forth hereinabove shall govern in lieu of the statutory impasse resolution procedure provided under Ill. Rev. Stat., Chapter 48, Section 1614, except that the following portions of said Section 1614 shall nevertheless apply: subsections (h), (i), (k) and (m).

Article 29.

Baby Furlough Days.

Section 29.1

Officers with the following years of service as determined by the officer's seniority date shall receive the following number of Baby Furlough Days (B.F.D.) (eight (8) hours for each B.F.D.) for each calendar year:

Years Of Service	Baby Furlough Days
15 or more	6
10 but less than 15	5
5 but less than 10	4
1 but less than 5	3

Section 29.2

An officer's B.F.D. shall be granted pursuant to and in accordance with the Department's policy of granting compensatory time off, except if an officer elects not to use or is denied all of his B.F.D. in a calendar year, he may, at his option, carry over for use as days off in the next year three (3) of his B.F.D. to the next succeeding calendar year.

Section 29.3

Any B.F.D. not used in a calendar year shall be paid to the eligible officer in the following calendar year, except as provided for in Section 29.2 above. Payment shall be based upon the salary schedule in effect at the time of payment. Payment shall be made by April 1 for B.F.D. not used in the preceding calendar year.

Article 30.

Personal Leaves Of Absence.

Applications for personal leaves of absence shall be governed by the applicable provisions of the City of Chicago Personnel Rules as in effect on December 31, 1983, provided that the Lodge shall be promptly notified of all personal leaves of absence and extensions thereof taken by officers covered by this Agreement.

Article 31.

Complete Agreement.

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Article 32.

Savings Clause.

If any provision of this Agreement or any application thereof, should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted federal or state legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

Memorandum Of Understanding.

It is further understood that the below listed benefits enjoyed by officers covered by this Agreement will be maintained for the duration of the Agreement and shall not be diminished, modified or eliminated during the term of the Agreement.

Sickness in family time.

Change of uniforms at district.

Use of department lockers and mail boxes.

Use of gymnasium facilities during off-duty hours.

Physical and optical examinations.

Health care fringe benefits, including hospitalization insurance.

Furloughs and compensatory (baby) furloughs.

Marriage leave.

Pension benefits as provided by statute.

Utilization of compensatory time earned in partial tour or full tour segments consistent with operational needs.

One-half hour lunch period taken during the tour of duty.

Life insurance rates, including cost of optional insurance.

Any obligation of the City of Chicago to indemnify officers for punitive damages assessed, adjudged or otherwise levied shall be based upon city ordinances and/or state statutes providing for such indemnification.

[Signature forms omitted for printing purposes.]

In Witness Whereof, the parties hereto affix their signatures this _____ day of _____, 1989.

[Signature forms omitted for printing purposes.]

[Appendix "A" attached to this Agreement printed on pages 11672 through 11675 of this Journal.]

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 Sheahan, Soliz and Banks. 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

(Continued on page 11676)

APPENDIX A

Current

CLASS GRADE	ENTRANCE RATE	MAXIMUM RATE										
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
D1 ANNUAL MONTHLY	25,188	28,736	28,272	29,718	31,188	32,768	33,908	35,100	36,312	37,662	38,742	39,908
D1 ANNUAL MONTHLY	2,089.00	2,228.00	2,356.00	2,478.50	2,599.00	2,730.50	2,825.50	2,925.00	3,026.00	3,138.50	3,228.50	3,325.50
D2 ANNUAL MONTHLY	26,736	28,272	29,718	31,188	32,768	34,410	35,818	38,848	36,130	39,548	40,722	39,908
D2 ANNUAL MONTHLY	2,228.00	2,358.00	2,478.50	2,599.00	2,730.50	2,867.50	2,968.00	3,070.50	3,177.50	3,285.50	3,393.50	3,496.50

Effective July 1, 1989 (+3%)

CLASS GRADE	EFFECTIVE RATE	MAXIMUM RATE										
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
D1 ANNUAL MONTHLY	25,944	27,540	28,116	30,812	32,124	33,750	34,928	36,158	37,404	38,790	39,908	39,908
D1 ANNUAL MONTHLY	2,182.00	2,295.00	2,428.50	2,551.00	2,677.00	2,812.50	2,910.50	3,013.00	3,117.00	3,232.50	3,325.50	3,325.50
D2 ANNUAL MONTHLY	27,540	28,118	30,812	32,124	33,750	35,442	36,884	37,850	39,278	40,734	41,948	41,948
D2 ANNUAL MONTHLY	2,295.00	2,428.50	2,551.00	2,677.00	2,812.50	2,953.50	3,057.00	3,162.50	3,273.00	3,384.50	3,496.50	3,496.50

Effective October 1, 1988 (+1 1/2%)

CLASS GRADE	ENTRANCE RATE		STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		STEP 10		MAXIMUM RATE			
	FIRST 6 MONTHS	AFTER 6 MONTHS	AFTER 6 MONTHS	AFTER 18 MONTHS	AFTER 30 MONTHS	AFTER 42 MONTHS	AFTER 54 MONTHS	AFTER 66 MONTHS	AFTER 78 MONTHS	AFTER 90 MONTHS	AFTER 102 MONTHS	AFTER 114 MONTHS	AFTER 126 MONTHS	AFTER 138 MONTHS	AFTER 150 MONTHS	AFTER 162 MONTHS	AFTER 174 MONTHS	AFTER 186 MONTHS	AFTER 198 MONTHS	AFTER 210 MONTHS	AFTER 222 MONTHS	AFTER 234 MONTHS	AFTER 246 MONTHS	AFTER 30 YEARS	AFTER 30 YEARS	
D1 ANNUAL MONTHLY	26,334	27,854	27,854	29,558	31,074	32,604	34,254	35,448	36,688	37,968	39,372	40,508	41,348	42,578	43,428	44,278	45,128	45,978	46,828	47,678	48,528	49,378	50,228	51,078	51,928	52,778
D2 ANNUAL MONTHLY	21,845.00	2,329.50	2,329.50	2,483.00	2,589.50	2,717.00	2,854.50	2,954.00	3,050.00	3,164.00	3,281.00	3,375.50	3,445.50	3,520.00	3,595.00	3,664.00	3,722.00	3,780.00	3,838.00	3,896.00	3,954.00	4,012.00	4,070.00	4,128.00	4,186.00	4,244.00

Effective July 1, 1990 (+2%)

CLASS GRADE	ENTRANCE RATE		STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		STEP 10		MAXIMUM RATE			
	FIRST 6 MONTHS	AFTER 6 MONTHS	AFTER 6 MONTHS	AFTER 18 MONTHS	AFTER 30 MONTHS	AFTER 42 MONTHS	AFTER 54 MONTHS	AFTER 66 MONTHS	AFTER 78 MONTHS	AFTER 90 MONTHS	AFTER 102 MONTHS	AFTER 114 MONTHS	AFTER 126 MONTHS	AFTER 138 MONTHS	AFTER 150 MONTHS	AFTER 162 MONTHS	AFTER 174 MONTHS	AFTER 186 MONTHS	AFTER 198 MONTHS	AFTER 210 MONTHS	AFTER 222 MONTHS	AFTER 234 MONTHS	AFTER 246 MONTHS	AFTER 30 YEARS	AFTER 30 YEARS	
D1 ANNUAL MONTHLY	28,882	28,512	28,512	30,150	31,898	33,258	34,938	36,156	37,428	38,730	39,930	41,128	42,326	43,524	44,722	45,920	47,118	48,316	49,514	50,712	51,910	53,108	54,306	55,504	56,702	57,900
D2 ANNUAL MONTHLY	2,376.00	2,376.00	2,376.00	2,512.50	2,641.50	2,771.50	2,911.50	3,033.00	3,155.00	3,277.50	3,399.00	3,521.50	3,644.00	3,766.50	3,889.00	4,011.50	4,134.00	4,256.50	4,379.00	4,501.50	4,624.00	4,746.50	4,869.00	4,991.50	5,114.00	5,236.50

Effective October 1, 1990 (+2 1/2%)

CLASS GRADE	ENTRANCE RATE											MAXIMUM RATE
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	
D1 ANNUAL	27,534	29,228	30,908	32,490	34,092	35,814	37,062	38,384	39,698	41,160	42,348	3,529.00
MONTHLY	2,294.50	2,435.50	2,575.50	2,707.50	2,841.00	2,984.50	3,098.50	3,197.00	3,308.00	3,430.00	3,529.00	
D2 ANNUAL	29,228	30,908	32,490	34,092	35,814	37,614	38,928	40,272	41,676	43,230	44,514	3,709.50
MONTHLY	2,435.50	2,575.50	2,707.50	2,841.00	2,984.50	3,134.50	3,244.00	3,358.00	3,473.00	3,602.50	3,709.50	

Effective July 1, 1991 (+3%)

CLASS GRADE	ENTRANCE RATE											MAXIMUM RATE
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	
D1 ANNUAL	28,362	30,102	31,836	33,462	35,112	36,888	38,172	39,516	40,884	42,396	43,620	3,635.00
MONTHLY	2,363.50	2,508.50	2,653.00	2,788.50	2,928.00	3,074.00	3,181.00	3,293.00	3,407.00	3,533.00	3,635.00	
D2 ANNUAL	30,102	31,836	33,462	35,112	36,888	38,742	40,098	41,478	42,924	44,528	45,852	3,821.00
MONTHLY	2,508.50	2,653.00	2,788.50	2,928.00	3,074.00	3,228.50	3,341.50	3,456.50	3,577.00	3,710.50	3,821.00	

Effective October 1, 1991 (+4%)

CLASS GRADE	ENTRANCE RATE											MAXIMUM RATE
	STEP 1 FIRST 6 MONTHS	STEP 2 AFTER 6 MONTHS	STEP 3 AFTER 18 MONTHS	STEP 4 AFTER 30 MONTHS	STEP 5 AFTER 42 MONTHS	STEP 6 AFTER 54 MONTHS	STEP 7 AFTER 10 YEARS OF SERVICE	STEP 8 AFTER 15 YEARS OF SERVICE	STEP 9 AFTER 20 YEARS OF SERVICE	STEP 10 AFTER 25 YEARS OF SERVICE	STEP 11 AFTER 30 YEARS OF SERVICE	
01 ANNUAL MONTHLY	29,488	31,308	33,108	34,800	36,516	38,364	39,896	41,094	42,522	44,094	45,366	45,366
	2,458.00	2,608.00	2,759.00	2,900.00	3,043.00	3,187.00	3,308.00	3,424.50	3,543.50	3,674.50	3,708.50	3,708.50
02 ANNUAL MONTHLY	31,308	33,108	34,800	36,516	38,364	40,280	41,700	43,140	44,940	46,308	47,888	47,888
	2,609.00	2,758.00	2,900.00	3,043.00	3,187.00	3,357.50	3,425.00	3,595.00	3,720.00	3,859.00	3,974.00	3,974.00

(Continued from page 11671)

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 BLOOM (5th Ward):

***DR. LENA MCLIN HONORED FOR HER TALENT AND
DEDICATION TO MUSICAL EDUCATION OF
YOUNG PEOPLE.***

WHEREAS, Dr. Lena McLin, composer, music educator, and Baptist minister has dedicated her professional life to teaching music to young people; and

WHEREAS, Dr. McLin was born and raised in Atlanta, Georgia and was graduated from Spelman College and received an honorary Doctorate of Humanities degree from Virginia Union University, and was ordained a minister in 1983 and currently serves as pastor of the Holy Vessel Christian Center in Chicago; and

WHEREAS, Lena McLin is recognized as one of America's foremost composers, having written several spirituals, operas and symphonies and more than two hundred choral works and musicals; and

WHEREAS, Dr. McLin conducts the McLin Ensemble, a leading concert group that has performed in Italy and Germany and serves as chairman of the Kenwood Academy High School's music department; and

WHEREAS, Dr. McLin's work "Free At Last" was performed at Carnegie Hall by the American Symphony Orchestra; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered here this 7th day of February, 1990, A.D., do hereby honor Dr. Lena McLin for her talent and professional dedication to the musical education of Chicago's young people; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dr. Lena McLin.

Presented By

ALDERMAN STEELE (6th Ward):

TRIBUTE TO LATE MR. E. TOY FLETCHER.

WHEREAS, God in his infinite wisdom has called to his eternal reward E. Toy Fletcher, one of Chicago's outstanding citizens and humanitarians, January 25, 1990; and

WHEREAS, A dedicated guidance counselor, sociologist and most recently executive director of Beatrice Caffrey Youth Services, E. Toy Fletcher devoted his life to the service of others and selflessly improved the quality of life of many young persons under his supervision and influence; and

WHEREAS, E. Toy Fletcher, who received his B.S. degree from Tennessee State University and his M.A. from the University of Iowa, also studied at the University of Chicago and brought to his profession an uncommon standard of intelligence and commitment; and

WHEREAS, E. Toy Fletcher, a deeply religious family man, was devoted to his wife, Lula Mae, his three children, six grandchildren, two great-grandchildren and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 7th day of February, 1990, A.D., do hereby express our sorrow on the passing of E. Toy Fletcher, and extend to his family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of E. Toy Fletcher.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MRS. ETHEL M. CACCIATO.

WHEREAS, Ethel M. Cacciato (nee Donahue) the beloved wife of the late Matthew C. Cacciato has passed away; and

WHEREAS, Ethel M. Cacciato was also the loving mother of Judith (Jack) Keeler and Geraldine (the late Thomas) McGovern, and the dear grandmother of Gerianne, Karen and John Matthew Keeler and Thomas Matthew, Julie and Michael McGovern; and

WHEREAS, Ethel M. Cacciato was the dear sister of Donald (Anna Marie) Donahue, the fond sister-in-law of many and the fond aunt of many nieces and nephews; and

WHEREAS, Ethel M. Cacciato was a very fine citizen of the 11th Ward community, where she and her family have participated in many activities with the local parishes and community organizations; and

WHEREAS, Ethel M. Cacciato will be greatly missed by her many family members and friends whose lives she had touched; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this 7th day of February, 1990, do hereby mourn the death of Ethel M. Cacciato, a loving wife and mother, and friend to many, and may we also extend our deepest sympathy to her husband, Matthew, and her children, grandchildren, family members and friends; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Ethel M. Cacciato.

TRIBUTE TO LATE MR. CHESTER A. LASIK.

WHEREAS, Chester A. Lasik, the beloved husband of Janet has passed away; and

WHEREAS, Chester A. Lasik is also the loving father of Brother Ronald, C.F.C., Chester R. (Mary) and Lorelei (Paul) Carey and the devoted step-father of Rosalyn (Mickey) Horevitz and the dearest grandfather of ten; and

WHEREAS, Chester A. Lasik is the fond brother of Antoinette Reszel, Frank, Edward (Jean) and Genevieve Lasik and uncle to many nieces and nephews; and

WHEREAS, Chester A. Lasik was a member of the Quigley Council 2428 Knights of Columbus, Berwyn Lodge 242 L.O.O.M., Polish Musicians Alliance of America, Municipal Employee Society of Chicago, International Polka Association, Teamster Local 726 I.B.T.C.W. & H., Saint John of God Seniors Club, Good Fellowship Club and the West Elsdon Senior Citizens Club; and

WHEREAS, Chester A. Lasik was also the founder of the 47th Street Concertina Band; and

WHEREAS, Chester A. Lasik was a fine citizen of the 11th Ward community where he and his family have participated in many activities; and

WHEREAS, Chester A. Lasik 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 7th day of February in 1990, do hereby mourn the death of Chester A. Lasik, a loving husband and father, and friend to many and may we also extend our deepest sympathy to his wife Janet and his children, grandchildren, family members and friends; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Chester A. Lasik.

TRIBUTE TO LATE MR. LAWRENCE J. "LORRY" RUSSO.

WHEREAS, Lawrence J. "Lorry" Russo, the beloved husband of Loretta "Toots" Bills Russo has passed away; and

WHEREAS, Lawrence J. "Lorry" Russo is also the devoted step-father of Donald C. McLaughlin, Sr. and the late Patrick "Pro" McLaughlin and the loving grandfather of Donald C. McLaughlin, Jr.; and

WHEREAS, Lawrence J. "Lorry" Russo is also the dear brother of Peter and the late Celia Spano, Rose Cirrintano, Joseph, Sam and Sarah Lenihan, and the fond uncle of many nieces and nephews; and

WHEREAS, Lawrence J. "Lorry" Russo was also a life member of the Hamburg Athletic Association; and

WHEREAS, Lawrence J. "Lorry" Russo was a fine citizen of the 11th Ward community, where he and his family have participated in many activities; and

WHEREAS, Lawrence J. "Lorry" Russo will be greatly missed by his 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 7th day of February in 1990, do hereby mourn the death of Lawrence J. "Lorry" Russo, a loving husband and father, and friend to many and may we also extend our deepest sympathy to his wife Loretta, and his children, grandchildren, family members and friends; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Lawrence J. "Lorry" Russo.

**CONGRATULATIONS EXTENDED TO MS. ELEANORE BRUNO
ON OCCASION OF HER EIGHTIETH BIRTHDAY.**

WHEREAS, Eleanore Bruno celebrated her 80th birthday on January 9, 1990; and

WHEREAS, Eleanore Bruno has lived in Bridgeport most of her life; and

WHEREAS, Eleanore Bruno celebrated this occasion with her 6 children, 19 grandchildren and 15 great-grandchildren; and

WHEREAS, Eleanore Bruno is a fine friend to our community, where she and her family reside, and we are proud to have her as a member; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this 7th day of February in 1990, do hereby extend our heartiest congratulations and best wishes to Eleanore Bruno on this occasion of her 80th birthday, and may we also extend our sincerest best wishes to her in the many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Eleanore Bruno on this occasion of her 80th birthday.

**CONGRATULATIONS EXTENDED TO FLOOR CAPTAINS OF
4250 SOUTH PRINCETON AVENUE FOR THEIR
DILIGENT SERVICE TO CITIZENS OF
11TH WARD.**

WHEREAS, Dorothy Smith, Ida Mae Curtis, Arlilian Franklin, Helen Braughlin, Dolly Hutchinson, Julia Collins, Bell Collins, Lubertha Green, Mattie Reid, Lillie Wardell, James Jefferson, Henry Smith and Noah Washington have diligently served the citizens of the 11th Ward; and

WHEREAS, Dorothy Smith, Ida Mae Curtis, Arlilian Franklin, Helen Braughlin, Dolly Hutchinson, Julia Collins, Bell Collins, Lubertha Green, Mattie Reid, Lillie Wardell, James Jefferson, Henry Smith and Noah Washington have been dedicated floor captains of 4250 South Princeton Avenue; and

WHEREAS, The persistent dedication of these individuals has helped the 11th Ward to be continuously recognized as a viable and flourishing community; and

WHEREAS, They continue to do an outstanding job as volunteers and have not been detoured, despite the obstacles placed in their paths; and

WHEREAS, Dorothy Smith, Ida Mae Curtis, Arlilian Franklin, Helen Braughlin, Dolly Hutchinson, Julia Collins, Bell Collins, Lubertha Green, Mattie Reid, Lillie Wardell, James Jefferson, Henry Smith and Noah Washington are very fine citizens of the 11th Ward, where they are involved in many community activities; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 7th day of February in 1990, do hereby extend our heartiest thanks to Dorothy Smith, Ida Mae Curtis, Arlilian Franklin, Helen Braughlin, Dolly Hutchinson, Julia Collins, Bell Collins, Lubertha Green, Mattie Reid, Lillie Wardell, James Jefferson, Henry Smith and Noah Washington, and extend our best wishes for their continued success in their future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Dorothy Smith, Ida Mae Curtis, Arlilian Franklin, Helen Braughlin, Dolly Hutchinson, Julia Collins, Bell Collins, Lubertha Green, Mattie Reid, Lillie Wardell, James Jefferson, Henry Smith and Noah Washington.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE REVEREND PIUS BARTH.

WHEREAS, Reverend Pius Barth, a Franciscan priest who was most recently stationed at Saint Peter's Church in downtown Chicago, passed away on January 13, 1990, at the age of 81; and

WHEREAS, Father Pius was a native of Chicago's south side, a graduate of Saint Augustine's grade school and the Franciscan seminary at Teutopolis, Illinois; and

WHEREAS, He entered the novitiate in 1926 and was ordained in 1933, he did graduate study at Western Reserve University and received a doctorate from the University of Illinois as well as pursuing advanced studies at the Collegium Antonianum in Rome from 1947 to 1948; and

WHEREAS, He was the academic dean at Quincy College from 1937 to 1943 and taught at DePaul University from 1945 to 1954, and also served as a Fulbright adviser to higher education in the Philippines in 1950; and

WHEREAS, He was provincial superior of the Midwest Province in the United States of the Order of Friars Minor from 1954 to 1960, a period of expansion for the province, during which he initiated plans to open Hales Franciscan High School on the south side; and

WHEREAS, From 1961 to 1966, Father Pius was superior of the Institute of Franciscan Pedagogy in Rome, followed by 15 years as dean of the graduate school and provost of the Catholic University in Puerto Rico; and

WHEREAS, He is remembered for his humility, warmth and enthusiasm by everyone who knew him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1990, do hereby honor and commemorate the late Reverend Pius Barth for his lifelong commitment to education, and his enduring achievements, including Hales Franciscan High School, and we do hereby extend our sincerest condolences to his brother Anthony; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Reverend Pius Barth.

TRIBUTE TO LATE MR. PAUL BIEBEL, SR.

WHEREAS, Paul Biebel, Sr., a retired mail carrier and well-known basketball referee, passed away on Friday, December 22, 1989, at the age of 77; and

WHEREAS, Mr. Biebel was a native of Chicago and attended DePaul Academy, where he was a star halfback in the city high school championship in 1929, which was played at Soldier Field; and

WHEREAS, He worked as a mail carrier until 1975 in the Uptown area; and

WHEREAS, He officiated the city championship game in 1954 between Du Sable and Saint Mel High Schools, and also worked at countless college games, involving DePaul, Loyola and Notre Dame; and

WHEREAS, He maintained friendships with many of the leading sports figures, including Ray Meyer, George Halas and George Ireland; and

WHEREAS, He is remembered as an outgoing, gregarious friend and an outstanding referee; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1990, do hereby honor and commemorate the late Paul Biebel, and do hereby extend our sincerest condolences to his nine children and fifteen grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Paul Biebel, Sr.

TRIBUTE TO LATE MR. NATE LEVINE.

WHEREAS, Nate Levine, a barber, bailiff at Cook County Traffic Court, a Democratic precinct captain in the 31st Ward, and a well-known figure in political circles, passed away on Tuesday, January 16, 1990, at the age of 77; and

WHEREAS, Mr. Levine, nicknamed "Nate the Barber", was a native of Poland who arrived in Chicago in 1928 at the age of 15; and

WHEREAS, He was fluent in Russian and German, as well as Polish, and served as a courtroom interpreter; and

WHEREAS, He operated a barber shop at 2724 West Division Street for more than 40 years until his retirement to Florida in 1985; and

WHEREAS, He worked for the county for 30 years and eventually rose to chief deputy; and

WHEREAS, He is remembered as a loyal, dedicated, party official; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1990, do hereby honor and commemorate the late Nate Levine for his years of devoted service to the county government and the Democratic Party, and we do hereby extend our sincerest condolences to his wife, Rose, his two children, his two sisters, grandchildren and great-grandchild; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the survivors of Nate "The Barber" Levine.

TRIBUTE TO LATE MR. KELVYN GRANT LILLEY.

WHEREAS, Kelvyn Grant Lilley, a prominent fine arts appraiser and personality in the Midwest arts community, passed away on January 10, 1990, at the age of 54; and

WHEREAS, Mr. Lilley was a native of Quebec, Canada, but studied in the United States at Johns Hopkins University and the Henry Francis DuPont Museum at Winterthur, Delaware; and

WHEREAS, He helped develop the Art Recovery Unit of the Chicago Police Department, and a similar program for the Kemper Insurance Company; and

WHEREAS, He taught adult education classes on evaluating antiques at the Latin School of Chicago and the Francis Parker School, he was president of the Ox Bow Summer Arts School in Saugatuck, Michigan from 1982 through 1988, he consulted on numerous private and corporate art collections, he was a guest curator at the Lakeview Center for the Arts and Sciences in Peoria, and acting curator for visiting collections at the Beloit Museum in Beloit, Wisconsin; and

WHEREAS, He is remembered as a jovial, erudite, knowledgeable and charming figure in arts circles throughout the Midwest; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1990, do hereby honor and commemorate the late Kelvyn Grant Lilley for his contribution to our understanding of the arts and precious antiques, and we do hereby extend our sincerest condolences to his bereaved brother.

TRIBUTE TO LATE MRS. MILDRED F. MCGURK.

WHEREAS, Mildred F. McGurk, a former secretary to three Chicago mayors and a Cook County Board president, passed away on January 18, 1990, at the age of 88; and

WHEREAS, Mrs. McGurk was a Chicago native who first entered city government in 1942 as an appointments secretary for Mayor Edward Kelly; and

WHEREAS, She served his successors Martin Kennelley and Richard J. Daley, before moving to county government as appointments secretary to Cook County Board President Dan Ryan; and

WHEREAS, She retired after 31 years in government; and

WHEREAS, She is remembered for her loyalty and her efficiency and her gracious manner with countless national and international dignitaries; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this seventh day of February, 1990, do hereby honor and commemorate Mildred McGurk, and do hereby extend our sincerest condolences to her survivors, including her daughters Joan McCracken and Marilyn Hackett, her seven grandchildren, nine great-grandchildren and her sister; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mildred F. McGurk.

TRIBUTE TO LATE MR. ANDREW J. MC KENNA, SR.

WHEREAS, Andrew J. McKenna, Sr., retired president of the Dunn Coal Company, passed away on Thursday, December 28, 1989, at the age of 89; and

WHEREAS, Mr. McKenna was a Chicago native who graduated from De La Salle Institute and joined Dunn Coal Company in 1917 as a clerk; and

WHEREAS, He worked his way up through the firm until he became president of the company, located at 5100 South Federal Street; and

WHEREAS, He remained as president until his retirement in 1971; and

WHEREAS, He was a past president of the Chicago Coal Merchants Association and was involved for many years in community and Catholic Church affairs; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this seventh day of February, 1990, do hereby honor and commemorate Andrew J. McKenna, Sr. for his many years of hard work in the coal industry and for his contributions to church and community and we do hereby extend our sincerest condolences to his wife, Anita, six children, 27 grandchildren, and 13 great-grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Andrew J. McKenna, Sr.

TRIBUTE TO LATE POLICE COMMANDER WILLIAM R. MOYER.

WHEREAS, Retired Chicago Police Commander William Moyer passed away on January 7, 1990, at the age of 56; and

WHEREAS, Commander Moyer was a 30-year veteran of the Chicago Police Department, beginning in 1956; and

WHEREAS, He was promoted to sergeant in 1968, lieutenant in 1971 and captain in 1979, before taking over the Belmont District in 1980, where he remained until his retirement in 1986; and

WHEREAS, He also headed the property crime units in the Brighton Park and Belmont areas; and

WHEREAS, Commander Moyer, a long-time resident of the Eaglebrook neighborhood, is remembered as both a strong and effective leader and a fun-loving father; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1990, do hereby honor and commemorate the late William R. Moyer for his three decades of service in the Chicago Police Department, and do hereby extend our sincerest condolences to his survivors, including his wife Rosaleen, his seven children, his mother Anne, his four siblings and eight grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Police Commander William R. Moyer.

TRIBUTE TO LATE MR. DANIEL J. O'BRIEN, SR.

WHEREAS, Daniel J. O'Brien, Sr., operator of a nursing home on West Jackson Boulevard for 25 years, passed away on Tuesday, January 16, 1990, at the age of 75; and

WHEREAS, Mr. O'Brien was the father of Cook County Circuit Judge Daniel J. O'Brien, Jr.; and

WHEREAS, He was born and raised on Chicago's west side, where he was the loving father to four children and devoted husband of 51 years to his wife, Elizabeth; and

WHEREAS, He was also in the real estate business before opening the Columbus Manor Intermediate Care Nursing Home; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1990, do hereby remember the late Daniel J. O'Brien, Sr.; and do hereby extend our sincerest condolences to his bereaved family, including his wife, four children and 16 grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be prepared to the family of Daniel J. O'Brien, Sr.

*TRIBUTE TO LATE EIGHTH WARD
ALDERMAN ROY OLIN.*

WHEREAS, Former Alderman Roy Olin passed away on January 17, 1990, at the age of 91; and

WHEREAS, Mr. Olin was a native Chicagoan who served in the naval reserve during World War I, studied at the University of Iowa and earned a law degree from Kent Law School; and

WHEREAS, He practiced law for 65 years in Chicago, including more than two decades with the firm of Petit, Olin, Overmyer & Fazio; and

WHEREAS, He was elected to the City Council as a Republican in 1939, representing the 8th Ward for four terms, until 1955, during which time he served as chairman of the Railroad Terminal Committee; and

WHEREAS, He served three terms as a jury commissioner under Mayor Richard J. Daley; and

WHEREAS, He is remembered as a classic Chicago political figure who was strong and tough, conservative and very family-oriented; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this seventh day of February, 1990, do hereby honor and commemorate Roy Olin, for his many years of service to the citizens of Chicago, and do hereby extend our sincerest condolences to his survivors, including his son Stuart, his daughter Lucille, four grandchildren and a great-grandchild; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the survivors of Roy Olin.

TRIBUTE TO LATE SISTER DOROTHY MARIE PESCHON.

WHEREAS, Sister Dorothy Marie Peschon, Professor Emeritus of romance languages and literature at Saint Xavier College in Chicago, passed away on January 16, 1990, at the age of 92; and

WHEREAS, Sister Peschon was a Chicago native who graduated from Evanston Township High School in 1915, and went on to receive a bachelor's degree in French and English from Saint Xavier College; and

WHEREAS, She taught for four years in Milledgeville, Illinois before returning to Chicago and entering the Sisters of Mercy; and

WHEREAS, She taught at Saint Xavier Academy for many years, and was the school principal from 1934 to 1936; and

WHEREAS, She went on to earn a master's and a doctorate from the University of Illinois and also studied in France at the Sorbonne, the Institute Catholique in Paris and the Ecole de Chartes of the University of Paris; and

WHEREAS, She returned to Chicago in 1940 and joined the faculty of Saint Xavier College, where she was noted for establishing innovative programs, such as foreign language houses, exchange programs that brought French women to the United States to serve as teaching assistants, and cultural tours of Europe; and

WHEREAS, She retired from Saint Xavier in 1968, but taught senior citizens on a voluntary basis at the Bev-Mor Senior Citizens program in Beverly, at adult education programs at the college, and in private tutoring sessions, which she kept up until she was 86; and

WHEREAS, In recognition of her 60 years in teaching and her contribution to the understanding of French culture, the French government awarded her the Chevalier Dan L'Ordre Des Palmes Academiques in 1967; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1990, do hereby honor and commemorate the late Sister Dorothy Marie Peschon of the Sisters of Mercy, for her immense contribution to the education of countless generations of Chicagoans, and for her role in fostering cultural exchange between the French and the American people, and we do hereby extend our sincerest condolences to her surviving sister, Angela Richards; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the survivors of Sister Dorothy Marie Peschon.

TRIBUTE TO LATE MR. WALTER RIS.

WHEREAS, Walter Ris, a Chicago swimmer who won two gold medals in the 1948 Olympics, passed away on Monday, December 25, at the age of 65; and

WHEREAS, Mr. Ris was born and raised in Chicago by immigrants who fled from their native Russia during the revolution; and

WHEREAS, Mr. Ris was a star football and baseball player at Crane Technical High School, but switched to swimming to cure a trick knee; and

WHEREAS, He went on to compete for the University of Iowa swimming team, became captain, and broke several school and national records; and

WHEREAS, He set two Olympic records at the 1948 Olympics, in the 100-meter freestyle and the four by 200 freestyle relay, for which he won gold medals; and

WHEREAS, He continued to swim competitively for the Town Club in Chicago before relocating to Iowa City and later, California; and

WHEREAS, He was in charge of protocol for the swimming venue during the 1984 Olympics in Los Angeles; and

WHEREAS, He is remembered as a good competitor, an energetic and gregarious person and an outstanding athlete who represented the City of Chicago with grace and courage; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1990, do hereby honor and commemorate the late Walter Ris for his outstanding achievements as an Olympic swimmer, and do hereby extend our sincerest condolences to his bereaved wife Ginny, his four children and two grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Walter Ris.

TRIBUTE TO LATE MR. ROBERT ROSENTHAL.

WHEREAS, Robert Rosenthal, the curator of special collections at the University of Chicago's Joseph Regenstein Library, passed away on Wednesday, December 27, at the age of 63; and

WHEREAS, Mr. Rosenthal, a native of Patchogue, New York, was a Marine veteran who served in World War II, saw extensive action, and was on the U.S.S. Missouri at the time of the Japanese surrender; and

WHEREAS, He earned a bachelor's degree from Indiana University and a master's degree from the University of Chicago; and

WHEREAS, He was a member of the University of Chicago library staff since 1950 and oversaw the special collections department since 1954; and

WHEREAS, In that capacity, he helped the special collections department grow to its current size of 250,000 books and more than 9 million documents and manuscripts, including scholarly, scientific and theological studies and papers, original works from the French Renaissance and the papers and writings of Chicago poet Harriet Monroe; and

WHEREAS, He was a noted lecturer and author on a range of scholarly subjects; and

WHEREAS, He is remembered as a creative and energetic scholar who prized books for their knowledge, not their monetary value as precious objects, and he was unequivocally committed to the ideals of university; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this seventh day of February, 1990, do hereby honor and commemorate the late Robert Rosenthal for his efforts in preserving and passing on the knowledge of our literary forebears for the edification of countless generations; and do hereby extend our sincerest condolences to his wife Jane, his four children and five grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert Rosenthal.

TRIBUTE TO LATE SISTER M. DOROTHEA SALCIUS.

WHEREAS, Sister M. Dorothea Salcius passed away late last year at the age of 79; and

WHEREAS, Sister Salcius was a member of the Sisters of Saint Casimir, a Catholic religious congregation, and had an outstanding career in the health care field; and

WHEREAS, She was a native of Sheboygan, Wisconsin, and first took her vows in 1931; and

WHEREAS, She graduated from the Saint John School of Nursing Education in Springfield and became night supervisor of surgical nursing at Holy Cross Hospital; and

WHEREAS, She received a bachelor of science degree from Saint Theresa College in Minnesota, and earned a masters degree in hospital administration from St. Louis University in 1950; and

WHEREAS, She was administrator of Holy Cross Hospital from 1934 to 1947 and administrator of Loretto Hospital from 1951 to 1957; and

WHEREAS, She was appointed director of Holy Cross Hospital's \$10 Million Dollar expansion plan in 1957; and

WHEREAS, From 1975 to 1977 she was administrator of Antelope Memorial Hospital in Neligh, Nebraska; and

WHEREAS, She was made president and chief executive of Holy Cross in 1977, and served until 1985; and

WHEREAS, She was councillor of the Sisters of Saint Casimir from 1970 to 1978, and she traveled to San Domingo on behalf of the Catholic Bishops to determine health care needs at a leprosarium; and

WHEREAS, She was inducted into the Senior Citizens Hall of Fame in 1984; and

WHEREAS, She is remembered by friends as both witty and wise, a lover of fine music and literature, an outgoing, caring person who was a vital influence on the hospital where she worked and on the community in which she lived; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this seventh day of February, 1990, do hereby honor and pay tribute to Sister Dorothea Salcius for her tireless efforts and years of commitment to Holy Cross Hospital, the Sisters of Saint Casimir, and the people of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Sisters of Saint Casimir.

TRIBUTE TO LATE MRS. RUTH WATERMAN SCHWARTZ.

WHEREAS, Ruth Waterman Schwartz, a prominent member of the Chicago theater community, passed away on Tuesday, December 26, 1989, at the age of 81; and

WHEREAS, Mrs. Schwartz was a native Chicagoan, raised on the west side; and

WHEREAS, For 30 years, from 1950 to 1979, Mrs. Schwartz was in charge of the Chicago Park District's Theater on the Lake at Fullerton Avenue and Lake Shore Drive; and

WHEREAS, She is credited with keeping alive community theater during periods of low attendance in the 1950s, often by paying expenses out of her own pocket, and she would personally review all productions before they opened; and

WHEREAS, She is remembered as a diminutive but feisty woman with a sharp ear for elocution and professional standards that resulted in overflow crowds at the theater; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1990, do hereby honor and commemorate the late Ruth Waterman Schwartz for her inestimable contribution to Chicago theater, and for enriching the lives of the thousands of people who saw performances at the Theater on the Lake.

TRIBUTE TO LATE DR. JACOB SUKER.

WHEREAS, Dr. Jacob Suker, a medical professor and physician and the team doctor for the Chicago Cubs baseball team for 27 years, passed away on Thursday, December 28, 1989, at the age of 63; and

WHEREAS, Dr. Suker was a south side native, a graduate of Tilden Technical High School, and a graduate of Northwestern University Medical School; and

WHEREAS, He served in the United States Maritime Service in 1945 and 1946, served his internship at Wesley Memorial Hospital before joining the staff there, and became an instructor at Northwestern in 1962; and

WHEREAS, That same year he was made team physician to the Chicago Cubs, and initiated thorough physical examinations for the team members during spring training; and

WHEREAS, In that capacity, he started Cubs Care, an organization that funds medical research, youth sports and the fight against drug abuse; and

WHEREAS, He was also an instructor of medicine at Northwestern, an assistant professor between 1967 and 1969, coordinator of the Illinois Regional Medical Program as well as assistant dean of graduate and post-graduate studies between 1969 and 1972, and, most recently, associate dean for graduate education and alumni affairs; and

WHEREAS, He was president of the Major League Physicians Association; and

WHEREAS, In 1980, he was awarded the Alumni Service Award from Northwestern University and the Distinguished Service Award from Northwestern Memorial Hospital and the Medical School's Department of Medicine; and

WHEREAS, He is remembered as an extremely hard worker, who always took time for other people, and as a man who loved baseball and commanded the respect of all the people in the Cubs organization as well as other officials, physicians and players in the league; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this seventh day of February, 1990, do hereby honor and commemorate the late Dr. Jacob Suker for his role as a professor, physician and member of the Cubs organization, and we do

hereby extend our sincerest condolences to his bereaved survivors, including his wife Mary Howard, three daughters and a grandchild; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Jacob Suker.

TRIBUTE TO LATE MR. CHARLES R. SWIBEL.

WHEREAS, Charles Swibel, a real estate developer, former Chicago Housing Authority Chairman, and prominent civic leader, passed away on Friday, January 19, 1990, at the age of 63; and

WHEREAS, Mr. Swibel was a Polish immigrant who fled the Nazi Holocaust in 1937, arriving here at the age of 10 with little English language skills, and grew up in poverty on Chicago's west side; and

WHEREAS, He overcame adversity and made a fortune in real estate, including creating one of Chicago's most famous landmarks, the Marina City towers; and

WHEREAS, He was appointed by the late Mayor Richard J. Daley to the chairmanship of the Chicago Housing Authority in 1956, and served in that capacity until 1982; and

WHEREAS, He served as an adviser to Chicago's mayors for the past four decades; and

WHEREAS, He served on the Board of the Chicago Public Library; and

WHEREAS, He graduated from Marshall High School and attended the University of Illinois at Champaign on a basketball scholarship; and

WHEREAS, He is remembered as a dedicated, hard-working public official who did not shy away from controversy and who carried out the goals of the mayors he worked for with efficacy; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1990, do hereby honor and commemorate the late Charles Swibel for his role in the history of our city and for his years of service to Chicago, and we do hereby extend our sincerest condolences to his wife Seena, his sons Howard and Lawrence, his four siblings and seven grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Charles R. Swibel.

*TRIBUTE TO LATE TWENTY-SIXTH WARD
ALDERMAN STANLEY M. ZYDLO.*

WHEREAS, Stanley M. Zydlo, a former 26th Ward Alderman, passed away late last year at the age of 83; and

WHEREAS, Mr. Zydlo was a lifelong resident of the ward, a precinct captain for 30 years and president of the 26th Ward Regular Democratic Organization for a decade; and

WHEREAS, He was first elected in 1963 and retired in 1979, due to failing health; and

WHEREAS, He also worked as a clerk in Traffic Court and was an employee of the Metropolitan Sanitary District; and

WHEREAS, He is remembered as a quiet, humble and popular man who worked hard to address the needs of his 26th Ward constituents; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1990, do hereby honor and commemorate the late Stanley M. Zydlo for his many years of service to the City of Chicago, and do hereby extend our sincerest condolences to his family, including his wife, Stella, his children, grandchildren and great-grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Stanley M. Zydlo.

*CONGRATULATIONS EXTENDED TO WOOD/SPRAU/TANNURA,
INCORPORATED ON THEIR TWENTIETH
ANNIVERSARY.*

WHEREAS, The firm of Wood/Sprau/Tannura, Incorporated, was founded in Chicago on February 19, 1970; and

WHEREAS, Wood/Sprau/Tannura has continuously served the business community of Chicago, the Chicago area, the Midwest, and the nation from its Chicago base, since its founding; and

WHEREAS, The staff, friends and clients of Wood/Sprau/Tannura will be gathering at the Chicago office on February 20, 1990 to celebrate the twentieth anniversary; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this seventh day of February, 1990, do hereby commend Wood/Sprau/Tannura on its twenty years of successful operation in the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to officials of Wood/Sprau/Tannura.

Presented By

ALDERMAN STREETER (17th Ward):

**CONGRATULATIONS AND RECOGNITION EXTENDED TO CHICAGO
GOSPEL FESTIVAL FOR SIGNIFICANT
MUSICAL CONTRIBUTIONS.**

WHEREAS, Chicago is recognized throughout the world as the home of gospel music and the home of the most renowned gospel artists; and

WHEREAS, Chicago has been the nurturing ground for such gospel greats as Roberta Martin, Reverend James Cleveland, Mahalia Jackson, Robert Anderson, the Barrett Sisters, Laurie Overhall Weaver, Inez Andrews, Albertina Walker, J. J. Farley and the Original Soul Stirrers, and R.H. Harris and the Masonics, just to name a few; and

WHEREAS, Chicago is the home of the late mother of gospel music, Sallie Martin, and the father of gospel music, Professor Thomas A. Dorsey; and

WHEREAS, Gospel music, with its syncopated rhythm and soulful beat, has been acknowledged throughout the world as the music of the African-American people and is accepted and acknowledged thusly; and

WHEREAS, In 1985, the Chicago Gospel Festival was introduced to the City of Chicago by Sasha Daltonn and has in five short years become the largest gospel festival in the world; and

WHEREAS, This festival has been acclaimed by the British Broadcasting System, the Black Music Association of London, and the Gospel Music Association (G.M.A.) as the largest and best platform for the exposure of Black gospel music and Black gospel artists; and

WHEREAS, The Chicago Gospel Festival holds the distinction of being the largest festival employer of local Black artists; and

WHEREAS, The Chicago Gospel Festival works with a committee of citizens, the Chicago Gospel Festival Committee, as the right arm of the festival in selecting and identifying the special events, promotions, talent selection, hospitality, vendors, and youth committee; and

WHEREAS, Because of the importance of, appreciation for, and overwhelming success of the Chicago Gospel Festival, the opportunities for other Black gospel activities in the City have increased significantly; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 7th day of February, 1990, A.D., do hereby maintain the Chicago Gospel Festival introduced to the City of Chicago by Sasha Daltonn, as an ongoing event of significance to the people of this great city and as a tribute to gospel artists and gospel music throughout the world.

Presented By

ALDERMAN SHEAHAN (19th Ward):

MAY 6 THROUGH MAY 13, 1990 PROCLAIMED "EXCEPTIONAL CHILDREN'S WEEK IN CHICAGO".

WHEREAS, The thirty-first annual Exceptional Children's Week celebration will be held May 6 -- 13, 1990; and

WHEREAS, The week's activities will be housed at Roosevelt University, Daley Plaza and the Illinois State Building; and

WHEREAS, The purpose of the observance is to make the public fully aware of the achievements of exceptional students, the need of these students for extraordinary services and to emphasize the part individuals can play in aiding the handicapped; and

WHEREAS, During the entire week, art work by Chicago's exceptional students will be on display and exceptional children will be providing theatre performances of drama, dance and music; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 7th day of February, 1990, do hereby proclaim the period of May 6 -- 13, 1990, to be Exceptional Children's Week in Chicago and urge all citizens to take cognizance of the special events arranged for this time; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Chicago Council for Exceptional Children.

Presented By

ALDERMAN SOLIZ (25th Ward):

**COMMENDATION EXTENDED TO "MOTHERS AGAINST GANGS"
FOR ITS OUTSTANDING COMMUNITY SERVICE.**

WHEREAS, Mothers Against Gangs was founded in 1986 as a result of parents of gang victims, organizing to fight the inane, insane gang crimes which occurred in and outside urban schools; and

WHEREAS, Mothers Against Gangs (M.A.G.) provides grieving families with moral support and advocacy for their rights as victims, and works with total dedication and commitment to educate all sectors of our communities about the horrors of gang crimes; and

WHEREAS, In its short history, Mothers Against Gangs has established four chapters in Illinois as well as in Michigan, and provides much-needed services: family support, prevention via education, lobbying for anti-drug laws and policies, and neighborhood organizing. In addition, this towering organization, housed at Saint Peter's Church in Chicago's Loop, acts as a liaison between neighborhood watch groups, police and government officials; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 7th day of February, 1990, A.D., do hereby express our gratitude to Mothers Against Gangs for excellent community service, providing solace, hope and education throughout our urban community, and extend to this outstanding organization our very best wishes for continued success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mothers Against Gangs.

**FEBRUARY 11 THROUGH FEBRUARY 17, 1990 PROCLAIMED
"LEAGUE OF UNITED LATIN AMERICAN CITIZENS
WEEK IN CHICAGO".**

WHEREAS, The League of United Latin American Citizens, known as "L.U.L.A.C." is celebrating its sixty-first year of service to the City of Chicago, the State of Illinois and indeed the United States of America; and

WHEREAS, L.U.L.A.C. is the oldest and largest Hispanic organization in the nation; and

WHEREAS, L.U.L.A.C. makes education a dedicated and forward-moving priority. This great organization long ago established "The Little School of the 400" which became a successful model for the Head Start Program. L.U.L.A.C. sponsored SER Jobs for Progress, which assists students in a total of 77 United States cities with attaining G.E.D. diplomas and with job training. The L.U.L.A.C. National Service Center was created to promote scholarship and career counseling to an untold number of Hispanic youth; and

WHEREAS, The L.U.L.A.C. Councils in the State of Illinois will co-host the first State Ball to promote scholarships and in commemoration of L.U.L.A.C. Week, February 16, 1990; and

WHEREAS, Each L.U.L.A.C. Council in Chicago and throughout Illinois will always be committed to quality education, bilingual education and social justice; and

WHEREAS, Our own L.U.L.A.C. Council 5201 is the Host Council for the L.U.L.A.C. National Convention to be held in Chicago in 1991. All L.U.L.A.C. Councils throughout the State of Illinois will co-host this great event; and

WHEREAS, L.U.L.A.C. continues to promote education for the good and welfare of all people. This outstanding organization reflects the growth of our great City and of the State of Illinois; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 7th day of February, 1990, A.D., do hereby declare that the period of February 11 through February 17, 1990, be hereby known as "League of United Latin American Citizens (L.U.L.A.C.) Week in Chicago" in recognition of this most outstanding organization and its enormous success in promoting educational programs and growth throughout Chicago, the State of Illinois, and the United States of America; and

Be It Further Resolved, That we call public attention to L.U.L.A.C. Week and to the many events planned for this time; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to the League of United Latin American Citizens Organization.

Presented By

ALDERMAN BANKS (36th Ward):

TRIBUTE TO LATE MR. JAMES STALLAS.

WHEREAS, God in his infinite wisdom has called to his eternal reward James Stallas,

outstanding citizen and civic leader; and

WHEREAS, James Stallas, a resident of Chicago's 36th Ward, was a loyal and dedicated member and officer of the Illinois Committee for Honest Government since its establishment in 1986, and had therein earned the position of vice-president; and

WHEREAS, An exemplary family man, James Stallas leaves behind his wife, Barbara, and his daughters, Chris and Cindy, and a host of friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 7th day of February, 1990, A.D., do hereby express our deep sorrow on the passing of James Stallas, vice-president of the Illinois Committee for Honest Government, and extend our most sincere sympathy to his family and many friends; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. James Stallas and family.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MR. ARTHUR J. GOLDBERG.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Arthur J. Goldberg to his eternal reward on the nineteenth day of January, nineteen hundred and ninety; and

WHEREAS, Mr. Goldberg was born in Chicago and graduated from Northwestern University in 1929, earning a Doctorate in Law summa cum laude in 1930; and

WHEREAS, Mr. Goldberg served in U. S. Army Intelligence in World War II in Europe; and

WHEREAS, Mr. Goldberg was the principal legal expert in the unification of the American Federation of Labor and the Congress of Industrial Organizations in 1955 and remained as a special chief counsel until he was named Secretary of Labor by President John F. Kennedy in 1961; and

WHEREAS, Mr. Goldberg was appointed to the Supreme Court in 1962 under President Lyndon B. Johnson and contributed significantly to the evolution of the constitutional right to privacy; and

WHEREAS, Mr. Goldberg then became U. S. Representative to the United Nations; and

WHEREAS, In 1968, Mr. Goldberg wrote a series of articles in which he backed the admission of China to the world organization and urged the United States to take a harder line against South Africa; and

WHEREAS, Under President Jimmy Carter, Mr. Goldberg served as Ambassador-at-Large to international conferences and championed human rights in Eastern-bloc nations; and

WHEREAS, In recent years, Mr. Goldberg has taught and lectured on public affairs and political philosophies; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago assembled in meeting this 7th day of February, 1990, do hereby express our deepest sympathy at the passing of Mr. Arthur J. Goldberg, and do also extend to his beloved family, our deepest condolences on the occasion of their profound loss. Mr. Arthur J. Goldberg was a public servant in whom Chicago can take enduring pride. Mr. Arthur J. Goldberg will be sorely missed by all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Arthur J. Goldberg.

**CONGRATULATIONS EXTENDED TO MR. MARSHALL KORSHAK
ON OCCASION OF HIS EIGHTIETH BIRTHDAY.**

WHEREAS, Mr. Marshall Korshak was born on February 6, 1910, and raised in Chicago; and

WHEREAS, Mr. Marshall Korshak became a lawyer in 1934; and

WHEREAS, Mr. Marshall Korshak has served the people of the State of Illinois as a four-term State Senator, a Trustee of the Metropolitan Sanitary District, and Director of Revenue for the State of Illinois; and

WHEREAS, During his four terms in the State Senate, Mr. Marshall Korshak wrote laws creating the Fair Employment Practices Commission, he helped to increase State aid to education, and helped to establish a four-year branch of the University of Illinois at Chicago; and

WHEREAS, Mr. Marshall Korshak has served the citizens of the City of Chicago as Treasurer of the City of Chicago, City Collector, Director of Revenue for the City of Chicago, as a Democratic Committeeman, and as a precinct captain; and

WHEREAS, Mr. Marshall Korshak has done philanthropic work for Loyola University in Chicago, the N.A.A.C.P., United Cerebral Palsy Foundation, the Jewish United Fund, Leukemia Research Foundation, and the Weizmann Institute of Science; and

WHEREAS, Mr. Marshall Korshak has served as president of the Policemen's Annuity and Benefit Fund, and is a member of the Chicago Police Board, and the City Club of Chicago; and

WHEREAS, Mr. Korshak was past president of the Chicago Chapter of the American Friends of the Hebrew University Law Associates, and has also served as co-chairman of the Board of Trustees; and

WHEREAS, For over forty years, Mr. Marshall Korshak has unselfishly devoted himself to the American Friends of Hebrew University Law Associates, and countless other charitable organizations in the Chicago area; and

WHEREAS, Mr. Marshall Korshak celebrated his eightieth birthday on February sixth, nineteen hundred and ninety; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago assembled in meeting this 7th day of February, 1990, do hereby honor and congratulate Mr. Marshall Korshak on the occasion of his eightieth birthday, and do also extend our deepest gratitude for his tireless devotion to the citizens of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Marshall Korshak.

Presented By

ALDERMAN SCHULTER (47th Ward):

**CONGRATULATIONS EXTENDED TO MR. GENE J. GILBERT
ON OCCASION OF HIS RETIREMENT.**

WHEREAS, Gene J. Gilbert, Superintendent of Construction for the City of Chicago's Bureau of Electricity since 1985, is retiring after an outstanding 35-year career in both the public and private sectors; and

WHEREAS, Educated at Wright College, the University of Illinois and the Illinois Institute of Technology, Gene J. Gilbert has spent 25 years in engineering and construction and ten years in senior management of street lighting and power system construction and maintenance. His career with the City began in 1955 and was interrupted in 1966 when he went to the private sector for four years, with Kil-Bar Electric Company and Edward Electric Company. He returned to City service as an engineer of electrical construction in 1970, and his effective supervision of engineers, engineering technicians, surveyors, engineering draftsmen and tradesmen led to his promotion to Superintendent of Construction for the Bureau of Electricity; and

WHEREAS, The leaders of this great City are fully cognizant of the debt we owe our outstanding public servant; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 7th day of February, 1990, A.D., do hereby offer our gratitude and our heartiest congratulations to Gene J. Gilbert on the occasion of his retirement from outstanding public service, and extend to this fine citizen our very best wishes for many more years of happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Gene J. Gilbert.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The First 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
ROTI (1st Ward)	<p>South Aberdeen Street (west side) from a point 75 feet north of West Adams Street, to a point 60 feet north thereof -- at all times -- no exceptions;</p> <p>North Broadway (east side) from a point 90 feet north of West Granville Avenue, to a point 140 feet north thereof -- at all times -- no exceptions;</p> <p>West Court Place (north side) from a point 35 feet east of North Halsted Street, to a point 30 feet east thereof -- at all times -- no exceptions;</p> <p>South Halsted Street (west side) from a point 100 feet south of West Jackson Boulevard, to a point 25 feet south thereof -- 11:00 A.M. to 4:00 P.M. and 6:00 P.M. to 6:00 A.M. -- daily -- no exceptions;</p> <p>North Wabash Avenue (west side) from a point 40 feet north of East Lake Street, to a point 60 feet north thereof -- at all times -- no exceptions;</p>

Alderman

Location, Distance And Time

SOLIZ (25th Ward)

West Cermak Road, at 2036
(approximately 25 feet in length) -- 10:00
A.M. to 6:00 P.M. -- Monday through
Friday;

GABINSKI (32nd Ward)

North Ashland Avenue, at 2425, from
West Montana Street to a point 25 feet
south thereof -- at all times --no
exceptions (valet parking);

EISENDRATH (43rd Ward)

West Armitage Avenue, at 901 -- 6:00
P.M. to 12:00 Midnight -- daily (valet
parking);

North Sheffield Avenue, at 2010 -- 6:00
P.M. to 12:00 Midnight -- daily (valet
parking);

SHILLER (46th Ward)

West Montrose Avenue (north side) from
a point 26 feet east of North Greenview
Avenue, to a point 51 feet west thereof --
at all times;

West Montrose Avenue, at 725 (60 feet
west of driveway) -- at all times;

M. SMITH (48th Ward)

North Broadway, at 6135 -- at all times;

West Carmen Avenue, at 1212 -- at all
times.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTION
ON PORTION OF EAST 116TH STREET.

Alderman Shaw (9th Ward) presented a proposed ordinance to restrict the movement of

vehicular traffic to a westerly direction on portion of East 116th Street, between South Michigan Avenue and South State Street, 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 SACRAMENTO AVENUE.

Alderman Garcia (22nd Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words "South Sacramento Avenue, between West 26th Street and West Cermak Road -- northerly" relative to the one-way traffic restriction on a portion of South Sacramento Avenue and inserting in lieu thereof "South Sacramento Avenue, from West Cermak Road to West 25th Street -- southerly", 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 WHIPPLE STREET.

Alderman Garcia (22nd Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words "South Whipple Street, between West Cermak Road and West 26th Street -- southerly" relative to the one-way traffic restriction on a portion of South Whipple Street and inserting in lieu thereof "South Whipple Street, between West Cermak Road and West 25th Street -- northerly", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF ONE-WAY TRAFFIC
RESTRICTION ON PORTION OF SPECIFIED
PUBLIC ALLEY.

Alderman Cullerton (38th Ward) presented a proposed ordinance to discontinue the one-way traffic restriction on that portion of the first alley west of North New England Avenue, between West Addison Street and West Cornelia Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- LIMITATION OF PARKING DURING SPECIFIED HOURS
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
LEVAR (45th Ward)	West Byron Avenue (north side) from a point 290 feet west of North Cicero Avenue, to a point 150 feet west thereof -- two hours -- 9:00 A.M. to 10:00 P.M. -- Monday, Thursday and Friday;
SCHULTER (47th Ward)	North Ravenswood Avenue, at 4917 -- one hour -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday.

Referred-- PROPOSED STUDY REGARDING LIMITATION OF
PARKING DURING SPECIFIED HOURS ON PORTION
OF WEST WARREN BOULEVARD.

Alderman E. Smith (28th Ward) presented a proposed order to conduct a study for the purpose of limiting parking during the hours of 7:00 A.M. to 9:00 A.M. on the north side of West Warren Boulevard in the 3200 block, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- PROHIBITION OF PARKING AT ALL TIMES
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>TILLMAN</i> (3rd Ward)	South Normal Boulevard, at 6151 (except for handicapped); South Prairie Avenue, at 4812 (except for handicapped); East 49th Street, at 440 (except for handicapped);
<i>T. EVANS</i> (4th Ward)	South Dorchester Avenue, at 5466 (except for handicapped);
<i>BLOOM</i> (5th Ward)	South East End Avenue, at 7227 (except for handicapped);
<i>STEELE</i> (6th Ward)	South Champlain Avenue, at 8622 (except for handicapped); East 76th Street, at 822 (except for handicapped); East 83rd Street, at 121 (except for handicapped);
<i>HUELS</i> for <i>VRDOLYAK</i> (10th Ward)	South Cregier Avenue, at 9021 (except for handicapped); East 127th Street, at 2736 (except for handicapped);
<i>FARY</i> (12th Ward)	West 39th Place, at 2519 (except for handicapped);
<i>CARTER</i> (15th Ward)	South Hermitage Avenue, at 5417 (except for handicapped); South Marshfield Avenue, at 6807. (except for handicapped);

Alderman	Location And Distance
<i>LANGFORD</i> (16th Ward)	South Carpenter Street, at 6240 (except for handicapped);
<i>J. EVANS</i> (21st Ward)	South Lowe Avenue, at 9352; South Stewart Avenue, at 9308 (except for handicapped);
<i>GARCIA</i> (22nd Ward)	West Cermak Road, at 4137 (except for handicapped);
<i>KRYSTYNIAK</i> (23rd Ward)	South Natoma Avenue, at 5435 (except for handicapped);
<i>SOLIZ</i> (25th Ward)	West 21st Place, at 2135 (except for handicapped);
<i>E. SMITH</i> (28th Ward)	West Fulton Street, at 4454 (except for handicapped);
<i>DAVIS</i> (29th Ward)	South Mayfield Avenue, at 101 (except for handicapped);
<i>BIALCZAK</i> (30th Ward)	North Lotus Avenue, at 3142 (except for handicapped);
<i>MELL</i> (33rd Ward)	West Henderson Street, at 2838 (except for handicapped);
<i>KOTLARZ</i> (35th Ward)	North Lawndale Avenue, at 3907 (except for handicapped); West Melrose Street, at 3538 (driveway);

Alderman	Location And Distance
<i>CULLERTON</i> (38th Ward)	<p>West Joyce Lane, in 6200 block (cul-de-sac);</p> <p>North Lotus Avenue, at 3626 (except for handicapped);</p> <p>North Ottawa Avenue, at 3624 (except for handicapped);</p>
<i>LAURINO</i> (39th Ward)	<p>North Drake Avenue, at 5834 (except for handicapped);</p> <p>West Eastwood Avenue, at 3746 (except for handicapped);</p> <p>North Lowell Avenue, at 5106 (except for handicapped);</p>
<i>O'CONNOR</i> (40th Ward)	<p>North Ravenswood Avenue (east side) from West Bryn Mawr Avenue to West Rosehill Drive;</p> <p>North Ravenswood Avenue (both sides) from West Rosehill Drive to West Thorndale Avenue;</p>
<i>EISENDRATH</i> (43rd Ward)	<p>West Webster Avenue (south side) between North Clark Street and North Lincoln Park West;</p>
<i>HANSEN</i> (44th Ward)	<p>West George Street, at 1236 -- 1240 and 1235 -- 1241 (driveways);</p>
<i>SCHULTER</i> (47th Ward)	<p>North Maplewood Avenue, at 4133 (except for handicapped).</p>

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.

The alderman named below presented proposed ordinances to prohibit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>GILES</i> (37th Ward)	North Laramie Avenue, at 401 -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
<i>EISENDRATH</i> (43rd Ward)	West Webster Avenue, at 934 -- 6:00 P.M. to 12:00 Midnight -- daily.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION ON PORTION OF SOUTH
ST. LOUIS AVENUE.

Alderman Madrzyk (13th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words "South St. Louis Avenue (west side) from West 62nd Place to West 63rd Place -- no parking anytime" relative to the parking prohibition on a portion of South St. Louis Avenue and inserting in lieu thereof "South St. Louis Avenue (west side) from West 63rd Street to West 63rd Place -- no parking anytime", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF PARKING PROHIBITION ON
PORTION OF SOUTH BELL AVENUE.

Alderman Sheahan (19th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition on that portion of South Bell Avenue, from West 111th Street to West 111th Place, Monday through Friday, from 8:30 A.M. to 4:00 P.M., which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING
ZONE ON PORTION OF WEST WINNEMAC AVENUE.

Alderman Levar (45th Ward) presented a proposed order to establish a residential permit parking zone in effect at all times along the north side of West Winnemac Avenue in the 5100 block, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- EXTENSION OF RESIDENTIAL PERMIT PARKING
ZONE 142 ON PORTIONS OF SPECIFIED
PUBLIC WAYS.

Alderman Eisendrath (43rd Ward) presented four proposed orders to extend Residential Permit Parking Zone 142 at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

North Burling Street (both sides) in the 2600 and 2700 blocks -- 6:00 P.M. to 12:00 Midnight -- daily;

West Drummond Place (north side) in the 600 block -- 6:00 P.M. to 12:00 Midnight -- daily;

North Orchard Street (both sides) in the 2600 and 2700 blocks -- 6:00 P.M. to 12:00 Midnight -- daily; and

West Schubert Avenue (both sides) in the 600 and 700 blocks -- 6:00 P.M. to 12:00 Midnight -- daily.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON
PORTION OF SOUTH LA SALLE
STREET.

Alderman J. Evans (21st Ward) presented a proposed ordinance which would amend an ordinance passed on November 29, 1989 (Council Journal page 8314) by striking the words "South LaSalle Street (both sides) from the first alley south of West 95th Street to West 96th Street -- 8:00 A.M. to 10:00 P.M. -- Monday through Friday", relative to the residential permit

parking zone on a portion of South LaSalle Street and inserting in lieu thereof "South LaSalle Street (both sides) from West 95th Street (northeast/west alley) to West 96th Street -- at all times", which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- ESTABLISHMENT OF TOW-AWAY ZONES AT
ALL TIMES AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at all times at the locations designated and the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>ROTI</i> (1st Ward)	South Canal Street (west side) from West Van Buren Street to West Jackson Boulevard;
	North MacChesney Court (both sides) between North Wabash Avenue and North Michigan Avenue;
	South Racine Avenue (both sides) between the Eisenhower Expressway and West Gladys Avenue;
	West Van Buren Street (south side) from South Racine Avenue to frontage road entrance east thereof;
<i>NATARUS</i> (42nd Ward)	North McClurg Court (both sides) between East Erie Street and East Huron Street;
<i>EISENDRATH</i> (43rd Ward)	North Halsted Street, at 1815;
	North Lake Shore Drive, at 1350 (on East Banks Street across circular drive);
	North Sheffield Avenue, at 2720.

Referred -- INSTALLATION OF AUTOMATIC TRAFFIC CONTROL
SIGNALS AT INTERSECTION OF WEST OAKDALE
AVENUE AND NORTH BROADWAY.

Alderman Hansen (44th Ward) presented a proposed order for the installation of automatic traffic control signals at the intersection of West Oakdale Avenue and North Broadway, 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)	South Champlain Avenue, at East 44th Street -- "Stop";
	South Champlain Avenue, at East 45th Street -- "Stop";
	South Cottage Grove Avenue, at East 45th Street -- "Stop";
	South Evans Avenue, at East 45th Street -- "Stop";
	South Langley Avenue, at East 44th Street -- "Stop";
	South Langley Avenue, at East 45th Street -- "Stop";
	South St. Lawrence Avenue, at East 45th Street -- "Stop";

Alderman	Location And Type Of Sign
<i>CALDWELL</i> (8th Ward)	East 90th Street and South Dante Avenue -- "Four-Way Stop";
<i>SHAW</i> (9th Ward)	West 124th Street and South Normal Avenue -- "Three-Way Stop";
<i>FARY</i> (12th Ward)	West 46th Street and South Whipple Street -- "Three-Way Stop";
<i>MADRZYK</i> (13th Ward)	South 68th Street and South Kostner Avenue -- "Stop";
<i>LANGFORD</i> (16th Ward)	West 66th Street and South Racine Avenue -- "Stop";
<i>STREETER</i> (17th Ward)	South Wentworth Avenue, at West 72nd Street -- "Stop";
<i>SHEAHAN</i> (19th Ward)	South Fairfield Avenue, at West 103rd Street -- "Slow -- Children Playing"; West 92nd Place and South Bell Avenue -- "Four-Way Stop";
<i>J. EVANS</i> (21st Ward)	West 85th Street and South Green Street -- "Two-Way Stop"; West 95th Street and South Union Avenue -- "U-Turn Permitted";
<i>KRYSTYNIAK</i> (23rd Ward)	Entrances to the north/south alley bounded by West 54th Street, West 55th Street, South Central Avenue and South Luna Avenue -- "Through Traffic Prohibited";
<i>GABINSKI</i> (32nd Ward)	West McLean Avenue, at North Hoyne Avenue -- "Stop";

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NEW BUSINESS PRESENTED BY ALDERMEN

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Alderman	Location And Type Of Sign
<i>KOTLARZ</i> (35th Ward)	West Berteau Avenue and North Sawyer Avenue -- "Stop"; West Grace Street and North Sawyer Avenue -- "Three-Way Stop";
<i>BANKS</i> (36th Ward)	North Rutherford Avenue and West Barry Avenue -- "Four-Way Stop";
<i>CULLERTON</i> (38th Ward)	North Newland Avenue, at West Waveland Avenue -- "Stop"; North Oketo Avenue, at West Byron Street -- "Stop";
<i>LAURINO</i> (39th Ward)	North Kimball Avenue, at West Argyle Street -- "No Parking Anytime";
<i>NATARUS</i> (42nd Ward)	West Blackhawk Street, at North Kingsbury Street -- "Stop"; West Evergreen Avenue, at North Kingsbury Street -- "Stop"; North Kingsbury Street, at West Eastman Street -- "Stop";
<i>LEVAR</i> (45th Ward)	West Belle Plaine Avenue and North Lawler Avenue -- "Three-Way Stop";
<i>SHILLER</i> (46th Ward)	North Clark Street (west side) from West Pensacola Avenue to West Cullom Avenue -- "No Right Turn"; 832 West Sheridan Road -- "No Parking During School Hours".

Referred -- PROPOSED STUDY REGARDING ERECTION OF "NO
PARKING" SIGN IN FRONT OF 5404 WEST
MONROE STREET.

Alderman Davis (29th Ward) presented a proposed order to conduct a survey for the purpose of erecting a "No Parking" sign in front of driveway at 5404 West Monroe Street, which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF
PARTICULAR AREAS.

The aldermen named below presented three 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 FARY (12th Ward):

To classify as an R2 Single-Family Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 12-J bounded by:

West 51st Street; South St. Louis Avenue; West 53rd Street or the line thereof extended where no street exists; and the westerly right-of-way line of the Grand Trunk Railroad.

BY ALDERMAN GUTIERREZ (26th Ward):

To classify as an R5 General Residence District instead of a C1-2 Restricted Commercial District the area shown on Map No. 3-I bounded by:

a line 327.30 feet north of West Iowa Street; the alley next east of and parallel to North California Avenue; a line 102.30 feet north of West Iowa Street; and North California Avenue.

BY ALDERMAN PUCINSKI (41st Ward):

To classify as an R2 Single-Family Residence District instead of a B4-1 Restricted Service District the area shown on Map No. 13-B bounded by:

North Harlem Avenue; West Farwell Avenue to a point 141 feet west; a line 364 feet south of West Farwell Avenue and parallel to North Harlem Avenue; and a line 141 feet east to North Harlem Avenue and parallel to West Pratt Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented one hundred seventy-one proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman	Claimant
ROTI (1st Ward)	901 South Plymouth Court Condominium Association;
	1115 South Plymouth Court Condominium Association;
	1169 South Plymouth Court Condominium Association;
T. EVANS (4th Ward)	Drexel Avenue and Square Condominium;

Alderman

Claimant

Ellis Estates Condominium Association;

Ms. Chandra Hooks;

Pruitt Condominium Association;

Tudor Gables Building Corporation;

Winston Court Condominium;

University Park Condominium;

BLOOM (5th Ward)

Chelsea Condominium Association;

Cranston Condominium Association;

Lake Terrace Condominium
Association;

The Paxton Condominium;

5463 -- 5465 Hyde Park Condominium
Association;

6701 South Chappel Condominium
Association, Incorporated;

CALDWELL (8th Ward)

Ms. Annie Cantrell;

801 -- 803 East 87th Place Condo
Association;

MADRZYK (13th Ward)

Appleway Condominium Association;

Courtyard Condominium Association;

Ford City Condominium Association;

5717 South Kenton Building
Association;

Kings Court Condominium -- Phase II;

Alderman

Claimant

SHEAHAN (19th Ward)

5729 Midway Estates Condominium
Association;

5733 Midway Estates Condominium;

South Homan Condo Association;

Springfield Court Condominium
Association;

Concord Lane Condominium
Association;

KRYSTYNIAK (23rd Ward)

Ashford Court Condos;

Ms. Gladys T. Brozina;

Clear Ridge Condominiums II
Association;

Garfield Ridge Condominium
Association;

South Laporte Condominium
Association;

Wimbledon Courts Number 3;

5418 South Massasoit Condo
Association;

5429 South Massasoit Condo
Association;

6616 West 64th Place Corporation;

6620 West 64th Place Corporation;

6646 West 64th Place Corporation;

6700 West 64th Place Corporation;

6714 West 64th Place Corporation;

Alderman

Claimant

SOLIZ (25th Ward)

6724 West 64th Place Corporation;

Mr. Ewel Hamilton;

BIALCZAK (30th Ward)

Mr. and Mrs. Dowgiallo;

GABINSKI (32nd Ward)

Gamer Building Corporation;

Greenview Condominium Association;

Hoyne Condominium Association;

MELL (33rd Ward)2808 -- 2810 West Logan Boulevard
Condominium Association;*KOTLARZ* (35th Ward)

Belle Plaine Condominium Association;

Mr. Rafael Rodriquez;

Ms. Helen Szymaszek;

BANKS (36th Ward)Addison Point Condominium
Association;Neenah Manor Condominium
Association;

Nottingham Manor Condo Association;

Oakfield North Condominium
Association;

Palmer Courts;

8216 West Belmont Building;

Alderman

Claimant

CULLERTON (38th Ward)Addison Heritage Condominium
Association;Irving Park Terrace Condominium
Association;Leland House Condominium
Association;Montrose Manor Condominium
Association;

Narragansett Condo;

3843 North Narragansett Condominium
Association (2);*LAURINO* (39th Ward)

North Park Garden Apartments;

NATARUS (42nd Ward)Carl Sandburg Village Condominium
Association Number 1;Carl Sandburg Village Condominium
Association Number 7;Delaware Place Condominium
Association;

990 Homeowners Association;

Loftworks II Condominium Association;

McConnell Apartments Condominium
Association;Newberry Plaza Condominium
Association;Streeterville 400 Condominium
Association;175 East Delaware Place Homeowners
Association;

Alderman

Claimant

201 East Chestnut Condominium
Association;

233 East Walton Building Corporation;

777 Condominium Association;

900 -- 910 Lake Shore Drive
Condominium Association;

1010 Lake Shore Association;

1255 North State Parkway
Condominium Association;

1450 North Dearborn Parkway;

EISENDRATH (43rd Ward)

Ambassador House Condominiums;

Astor Towers;

Astor Villa Condominium Association;

Belden-Commonwealth;

Breton Place Condominium
Association;

Dayton Diversey Condominium
Association;

Eugenie Lane Condominium
Association;

Hemingway House Condominium
Association;

Hampden Tower Condominium
Association;

Howe Court Condominium Association;

Lincoln Park Tower Condominium
Association;

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Alderman

Claimant

Park Lane Townhome Condominium
Association;

St. James Place Condo Association;

401 Webster Condominium Association;

416 West Grant Place;

516 -- 522 West Wrightwood;

844 West Fullerton Condo Association;

1801 North Orleans Condo Association;

1969 North Lincoln Condominium
Association;

2130 Lincoln Park West Condominium
Association;

2201 North Cleveland Condominium
Association;

2800 Lake Shore Drive Condominium
Association;

HANSEN (44th Ward)

The Barry Condos -- 3100 North
Sheridan Road;

Commonwealth Plaza Condominium
Association;

Harbor House Condominium
Association;

Hudson Avenue Condo Association;

King's Court Condo Association;

Melrose Commons Condominium
Townhomes;

Sheffield Building Association;

Alderman

Claimant

The Steeples Condominium Association;

Ms: Cora G. Yang and Mark Barnelow;

415 West Aldine Condominium
Association;

444 West Aldine Condominium
Association;

500 Barry Condominium Association;

The 520 West Roscoe Condominium
Association;

656 Buckingham Condominium
Association;

833 -- 835 Buckingham Condominium
Association, Incorporated;

3180 Condominium Association;

3300 Lake Shore Drive Condominium
Association;

LEVAR (45th Ward)

Higgins Manor Condo Association;

Lawrence Condominium Association;

Rosedale Condominium Association;

4105 -- 4113 West Cullom Condo
Association;

5500 Higgins Condominium Association;

5555 West Sunnyside Condominium
Homeowners Association;

SHILLER (46th Ward)

Buena Vista Condo;

Gordon Terrace Condominium
Association;

Alderman

Claimant

SCHULTER (47th Ward)

Waterford Condominium Association;

651 West Sheridan Condominium
Association;

3600 Condominium Association;

4436 -- 4438 North Malden
Condominium Association;*M. SMITH* (48th Ward)Ainslie Terrace Condominium
Association;Catalpa-Winthrop Building
Corporation;

El Lago Condominium Association;

Glenlake Court Condominium
Association;Hollywood Towers Condominium
Association;

Willow Glen Condominium Association;

5000 Marine Drive Corporation;

5100 North Sheridan Road
Condominium Association (2);*ORR* (49th Ward)

Birchwood Condominium Association;

Chaseland Condominium Association;

Colonial Court Homeowners
Association;Copper Beeches Condominium
Association;Glenwood Homes Condominium
Association (2);

Alderman

Claimant

Jarvis Court Condominium Association;

Lunt-Lake Apartments Trust;

Marbella Condo Association;

North Shore Avenue Condominium
Association;

North Shore Beach Condominium
Association;

Stratford House On The Lake,
Incorporated;

1050 West Columbia Condominium
Association;

1107 -- 1109 North Shore Condo
Association;

1220 -- 1222 West Sherwin Avenue
Condominium Association;

1434 -- 1436 West Pratt Condo
Association;

1442 -- 1444 West Fargo Condominium
Association;

6970 -- 6972 North Ashland
Condominium Association;

7400 Sheridan Condominium
Association;

STONE (50th Ward)

Hamilton House Condominium
Association;

North Damen Square Condominium
Association;

Norwood Court Condominium
Association;

Alderman

Claimant

Park Castle Condominium
Association;Stanford Courts Homeowners
Association;Winchester-Hood Garden Homes Mutual
Ownership Number R-704 (2);

Winston Towers Number 4 Association;

Winston Towers Number 5
Condominium;6120 -- 6122 North Hamilton Avenue
Building Cooperative Corporation;

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.**

Three proposed orders reading as follows (the italic heading in each case not being a part of the order):

*Portion Of Public Alley Bounded By West Couch Place,
West Randolph Street, North Wacker Drive And
North Franklin Street.*

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the north-south and east-west 10-foot public alley running north from West Randolph Street in the block bounded by West Couch Place, West Randolph Street, North Wacker Drive and North Franklin Street (No. 9-1-90-1458); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

*Portions Of Lower West Wacker Drive And
North Stetson Avenue.*

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation between 5.00 feet below existing grade and 17 feet above existing grade at the lower level of West Wacker Drive and North Stetson Avenue over the south 101 feet of West Wacker Drive, between a line 209.00 feet west of the east line of North Stetson Avenue and a line 216.08 feet east of the east line of North Stetson Avenue and over the north 244.50 feet of North Stetson Avenue south of West Wacker Drive for Hyatt Regency-Chicago (No. 10-1-90-1457); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Portion Of West Warren Avenue.

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of West Warren Avenue lying between the east line of North Halsted Street and the west line of the John F. Kennedy Expressway for Butler Products (No. 9-1-90-1444); 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 -- EXEMPTION OF FIELD MUSEUM OF NATURAL HISTORY
FROM ALL 1990 CITY PERMIT AND LICENSE
FEES UNDER NOT-FOR-PROFIT STATUS.

Also, a proposed ordinance providing inclusive exemption from all 1990 City permit and license fees to the Field Museum of Natural History under its not-for-profit status, which was *Referred to the Committee on Finance*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS
FOR VARIOUS PURPOSES.

Also, eight 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:

The Bagel Bakery Limited Partnership, doing business as Jacobs Bros. Bagels -- to maintain and use a portion of the public way adjacent to 53 West Jackson Boulevard for a sidewalk cafe;

Board of Trustees of the University of Illinois -- to maintain and use a portion of the public way below street grade between the premises at 759 and 760 West Taylor Street to house transmitting electrical power service lines;

Boudin International, Incorporated, doing business as Boudin Bakery -- to maintain and use a portion of the public way adjacent to 20 North Michigan Avenue for a sidewalk cafe;

Mr. Michael Dolce, doing business as Trattoria Teresina -- to maintain and use a portion of the public way adjacent to 1103 West Grand Avenue for a sidewalk cafe;

Govnor's Pub, Incorporated, doing business as Govnor's Pub -- to maintain and use a portion of the public way adjacent to 207 North State Street for a sidewalk cafe;

Peerless Weighing and Vending Machine Corporation -- to install and maintain two signs on the public way adjacent to 219 South Wabash Avenue;

Trinken, Incorporated, doing business as Tap and Growler -- to maintain and use a portion of the public way adjacent to 901 West Jackson Boulevard for a sidewalk cafe; and

200 -- 214 North Michigan Avenue, Incorporated -- to maintain and use a vaulted area adjacent to 200 North Michigan Avenue for entranceway and storage purposes.

Referred -- APPROVAL OF PLAT OF CHINA TOWN SQUARE
SUBDIVISION ON PORTION OF SOUTH
ARCHER AVENUE.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of China Town Square Subdivision located on that portion of South Archer Avenue between South Wentworth Avenue and West Cermak Road, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS
OF SPECIFIED PUBLIC WAYS FOR
VARIOUS PURPOSES.

Also, nine 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 to traffic that part of West Adams Street between South Dearborn Street and South State Street for the conduct of their 6th Annual Berghoff Oktoberfest to be held September 11 through September 16, 1990;

Chicago Bulls, c/o Mr. Greg C. Hanrahan -- to close to traffic that part of South Columbus Drive between East Jackson Boulevard and East Roosevelt Road and that part of East Congress Parkway between South Michigan Avenue and South Columbus Drive for the conduct of the Chicago Bulls 3 on 3 Tournament, to be held July 27 through July 29, 1990;

Creative Attractions, Incorporated, c/o Mr. Walter M. Kenat -- to close to traffic the East Wacker Drive extension for the conduct of an outdoor block party to be held October 11 and October 12, 1990;

Greater State Street Council, c/o Mr. G. Brent Minor -- to close to traffic that part of South State Street between Jackson Boulevard and Lake Street for the conduct of the 4th Annual "Celebrate on State Street" to be held June 14 and June 15, 1990;

Illinois Institute of Technology, c/o Ms. Mary Jerz -- to close to traffic that part of South Jefferson Street between West Adams Street and West Jackson Boulevard for the conduct of a groundbreaking event and reception to be held May 12 and May 13, 1990;

Old Saint Patrick's Church, c/o Terry N. Touhy -- to close to traffic that part of South Desplaines Street between West Monroe Street and West Jackson Boulevard and that part of West Adams Street between the Kennedy Expressway and South Jefferson Street for the conduct of the World's Largest Block Party to be held July 26 through July 29, 1990;

Orchestral Association/Chicago Symphony Orchestra -- to close to traffic that part of South Michigan Avenue between East Adams Street and East Jackson Boulevard for the conduct of their 100th anniversary celebration and reception to be held October 5 through October 7, 1990;

Pacific Garden Mission, c/o Mr. David G. Saulnier -- to close to traffic that part of South State Street between West Polk Street and West Harrison Street for the conduct of their 113th anniversary celebration to be held on Saturday, September 15, 1990; and

United Parcel Service, c/o Mr. Fred N. Glover, Sr. -- to close to traffic those portions of West 14th Place between South Halsted Street and South Union Avenue and between South Union Avenue and South Clinton Street; that part of West Maxwell Street at South Clinton Street; and that part of South Jefferson Street from 1300 South to 1500 South for the conduct of the 50th anniversary celebration of United Parcel Service to be held on Sunday, June 24, 1990.

Referred -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING
CANOPIES AT SPECIFIED LOCATIONS.

Also, four proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

The Congress Hotel -- for one canopy at 520 South Michigan Avenue;

Morton Hotel Partners -- for ten canopies at 502 South Dearborn Street;

"Original" Ferrara, Incorporated -- for three canopies at 2210 West Taylor Street; and

Tassonick, Limited, doing business as Terminal Lounge -- for one canopy at 1400 South Canal Street.

Referred -- ISSUANCE OF PERMIT TO OPERATE NEWSSTAND ON
SOUTHWEST CORNER OF EAST WACKER DRIVE
AND SOUTH MICHIGAN AVENUE.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Mr. Richard E. Aloia for the operation of a newsstand on the southwest corner of East Wacker Drive and South Michigan Avenue, Monday through Saturday, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 509 WEST ROOSEVELT ROAD.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to All Sign Structures for the erection of a sign/signboard at 509 West Roosevelt Road for South Loop Market, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN RUSH (2nd Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE
EMPLOYED BY ILLINOIS COLLEGE OF OPTOMETRY.

A proposed ordinance requiring Illinois College of Optometry to pay a ten dollar license fee for each of the special police employed at 3241 South Michigan Avenue pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN T. EVANS (4th Ward):

**BUILDINGS DECLARED PUBLIC NUISANCES
AND ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, 4258 South Drexel Avenue and 4301 South Cottage Grove Avenue, are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, 4258 South Drexel Avenue and 4301 South Cottage Grove Avenue, are declared public nuisances, 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

Presented By

ALDERMAN BLOOM (5th Ward)

**DRAFTING OF ORDINANCES FOR VACATION AND OPENING
OF SPECIFIED PUBLIC WAYS.**

Two proposed orders reading as follows (the italic heading in each case not being a part of the order):

*Vacation Of Portion Of Public Alley And Opening Of
Alley And Triangular Area Adjacent To East
63rd Street And South Dorchester Avenue.*

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the south 130.00 feet of the north-south 20-foot public alley together with all of the east-west 18-foot public alley (except the east 25.57 feet thereof) and providing for the opening of an east-west 20-foot public alley running east to South Dorchester Avenue from the north terminus of the north-south public alley to be vacated; also providing for the opening as additional right-of-way of a triangular area having a frontage of 45.83 feet on the north side of East 63rd Street and 161.19 feet on the west side of South Dorchester Avenue for the City of Chicago (Department of Housing) (No. 14-5-90-1455); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

*Vacation Of Public Alleys In Area Bounded By East 62nd
Street, East 62nd Place, South Dorchester Avenue
And Westerly Right-Of-Way Of Illinois
Central Gulf Railroad.*

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the public alleys in the block bounded by East 62nd Street, East 62nd Place, South Dorchester Avenue and the westerly right-of-way of the Illinois Central Gulf Railroad for Christ Way Missionary Baptist Church (No. 23-05-90-1460); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Bloom 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 Bloom, the foregoing proposed orders were *Passed*.

Presented By

ALDERMAN STEELE (6th Ward):

Referred-- WAIVER OF ELECTRICAL PERMIT FEES FOR
INSTALLATION OF RESIDENTIAL POST LIGHTS
FOR SUNDRY APPLICANTS.

Three proposed orders directing the Commissioner of Inspectional Services to waive electrical permit fees for the installation of residential post lights for the applicants listed, which were *Referred to the Committee on Finance*, as follows:

7300 South Indiana Avenue Block Club;

7400 South Indiana Avenue Block Club; and

7400 South Prairie Avenue Block Club.

Referred-- PERMISSON TO CLOSE TO TRAFFIC PORTION
OF EAST 73RD STREET FOR SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Harold Moody, Deneen Elementary School, to close to traffic that part of East 73rd Street between South Wabash Avenue and South State Street on all school days during the 1990 school year, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 8104 SOUTH COTTAGE GROVE AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Turk Electrical Sign Company for the erection of a sign/signboard at 8104 South Cottage Grove Avenue for Midas Muffler and Brake Shop, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN CALDWELL (8th Ward):

Referred-- IMPROVEMENT OF ALLEY IN AREA BOUNDED BY EAST 79TH STREET, EAST 80TH STREET, SOUTH ANTHONY AVENUE AND SOUTH DANTE AVENUE.

A proposed order directing the Commissioner of Public Works to improve the alley located between East 79th Street and East 80th Street and bounded by South Anthony and South Dante Avenues, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN SHAW (9th Ward) And OTHERS:

At this point in the proceedings, Alderman Shaw moved to suspend the rules temporarily to permit immediate consideration of and action upon a proposed resolution, submitted by Aldermen Shaw, Langford, Streeter and J. Evans, that the office space currently occupied by the Chief Financial Officer be made available to the Budget Director.

The clerk called the roll and the motion to suspend the rules was lost by yeas and nays as follows:

Yeas -- Aldermen T. Evans, Bloom, Beavers, Caldwell, Shaw, Carter, Langford, Streeter, Jones, J. Evans, Henry, E. Smith, Davis, Figueroa, Hansen, M. Smith, Orr -- 17.

Nays -- Aldermen Roti, Tillman, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Gutierrez, Bialczak, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Schuler -- 23.

Referred-- AMENDMENT OF MUNICIPAL CODE CHAPTER 26 BY ADDING NEW SECTION 26-13.2 REQUIRING CITY COUNCIL REVIEW OF CONTRACTS IN EXCESS OF \$25,000.

A proposed ordinance, presented by Aldermen Shaw, Langford, Streeter, J. Evans, E. Smith, Davis, Figueroa and Giles, to amend Municipal Code Chapter 26 by adding thereto a new Section 26-13.2 which would require City Council review of all contracts in excess of

\$25,000 to determine contractor's compliance with minority participation directives. Two committees having been called, the Committee on the Budget and Government Operations and the Committee on Finance, the said proposed ordinance was *Referred to the Committee on Committees, Rules and Ethics*.

Referred-- REQUEST FOR CITY TO CEASE BUSINESS
ASSOCIATION WITH FIRMS OR INDIVIDUALS
BASED IN REPUBLIC OF
SOUTH AFRICA.

Also, a proposed ordinance, presented by Aldermen Shaw, Caldwell, Langford, Streeter, J. Evans, Henry, E. Smith, Davis, Figueroa, Giles and Eisendrath, calling for the cessation of any present or future business dealings with companies, firms or individuals based in the Republic of South Africa. Two committees having been called, the Committee on the Budget and Government Operations and the Committee on Finance, the said proposed ordinance was *Referred to the Committee on Committees, Rules and Ethics*.

Referred-- ESTABLISHMENT OF HEALTH INSURANCE PREMIUM
FUND FOR RETIRED CITY OF CHICAGO
EMPLOYEES.

Also, a proposed ordinance, presented by Aldermen Shaw, Caldwell, Langford, Streeter, J. Evans and Davis, establishing a health insurance premium fund for City employees retiring on or after January 1, 1993. Two committees having been called, the Committee on Finance and the Committee on Health, the said proposed ordinance was *Referred to the Committee on Committees, Rules and Ethics*.

Referred-- CHICAGO TRANSIT AUTHORITY URGED TO POSTPONE
FARE INCREASE PENDING INVESTIGATION OF
ALTERNATIVE SOLUTIONS.

Also, a proposed resolution, presented by Aldermen Shaw, Steele, Caldwell, Streeter, Sheahan, J. Evans, Henry, Soliz, E. Smith and Davis, urging the Chicago Transit Authority

to postpone its scheduled fare increase to allow for the investigation of alternative solutions, which was *Referred to the Committee on Local Transportation*.

Referred -- EXPRESSION OF OPPOSITION TO
CANCELLATION OF HOUSING LECTURE
BY DR. ROBERT STARKS.

Also, a proposed resolution, presented by Aldermen Shaw, Langford, Streeter and J. Evans, expressing opposition to the Department of Housing's cancellation of a lecture on minority housing needs conducted by Dr. Robert Starks, which was *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases*.

Presented By

ALDERMAN SHAW (9th Ward),
ALDERMAN E. SMITH (28th Ward)
And OTHERS:

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTERS
11 AND 12 BY ADDING NEW SECTIONS 11-33.1 AND
12-17.1 ESTABLISHING PROCEDURES
FOR RANDOM DRUG TESTING OF
CHICAGO POLICE AND
FIRE DEPARTMENT
PERSONNEL.

A proposed ordinance to amend Chapters 11 and 12 of the Municipal Code by adding, in their proper numerical sequence, new sections, to be known as Sections 11-33.1 and 12-17.1, respectively, establishing directives for random, mandatory drug testing for all employees of the Chicago Police and Fire Departments. Two committees having been called, the Committee on Committees, Rules and Ethics and the Committee on Police, Fire and Municipal Institutions, the said proposed ordinance was *Referred to the Committee on Committees, Rules and Ethics*.

Presented For

ALDERMAN VRDOLYAK (10th Ward):

Referred -- EXEMPTION OF HEGEWISCH BRANCH LIBRARY FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY.

A proposed ordinance, presented by Alderman Huels, to exempt the Hegewisch Branch Library 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*.

Presented By

ALDERMAN FARY (12th Ward):

BUILDING DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 2731 West 39th Place, 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 2731 West 39th Place is declared a public nuisance, and the Commissioner of Buildings is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage and due publication.

Alderman Fary moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing ordinance. The motion *Prevailed*.

On motion of Alderman Fary, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

Referred-- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 1946 WEST 47TH STREET.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Superior Outdoor Structures, Incorporated for the erection of a sign/signboard at 1946 West 47th Street, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN MADRZYK (13th Ward):

Referred-- GRANT OF PRIVILEGE TO CITICORP SAVINGS OF
ILLINOIS TO MAINTAIN AND USE CONDUIT IN PUBLIC
ALLEY NEAR WEST 62ND PLACE AND SOUTH
KEDZIE AVENUE.

A proposed ordinance to grant permission and authority to Citicorp Savings of Illinois to maintain and use a twenty-inch conduit installed under and across the east-west public alley north of West 62nd Place near South Kedzie Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 6538 SOUTH PULASKI ROAD.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Grate Signs, Incorporated for the erection of a sign/signboard at 6538 South Pulaski Road for Classic Video, which was *Referred to the Committee on Zoning*.

Presented By

**ALDERMAN MADRZYK (13th Ward) And
ALDERMAN LEVAR (45th Ward):**

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 193
BY ADDING NEW SECTION 193-32.1 BY IMPOSING
PRISON TERM UPON CONVICTION OF SELLING
OR DISTRIBUTING ILLEGAL SUBSTANCES
WITHIN 1,000 FEET OF
SCHOOL PROPERTY.

A proposed ordinance to amend Chapter 193 of the Municipal Code by adding thereto a new Section 193-32.1 which would impose a three year prison term for anyone convicted of selling, distributing or making available any illegally controlled substance within 1,000 feet of school property, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 99
BY ADDING NEW SECTION 99-2 ENTITLED
"RESOURCE RECOVERY".

A proposed ordinance to amend Chapter 99 of the Municipal Code by adding thereto a new Section 99-2 entitled "Resource Recovery" which would require the use of recycled products in the newspaper and packaging industries, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Presented By

ALDERMAN KELLAM (18th Ward):

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 4000 WEST 87TH STREET.

A proposed order directing the Commissioner of Inspectional Services to issue a permit to All-Sign Corporation for the erection of a sign/signboard at 4000 West 87th Street for general advertising, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN SHEAHAN (19th Ward):

Referred -- GRANT OF PRIVILEGE TO JAVA EXPRESS LIMITED,
DOING BUSINESS AS JAVA EXPRESS, FOR
SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Java Express Limited, doing business as Java Express, to maintain and use a portion of the public way adjacent to 10701 South Hale Avenue for a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ESTABLISHMENT OF DEPRESSED CURBING
ON PORTIONS OF WEST 103RD STREET AND
SOUTH HAMLIN AVENUE.

Also, a proposed order directing the Commissioner of Public Works to establish depressed curbing on portions of West 103rd Street and South Hamlin Avenue, which was, *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN JONES (20th Ward):

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 6700 SOUTH STONY ISLAND AVENUE.

A proposed order directing the Commissioner of Inspectional Services to issue a permit to 3M National Advertising Company for the erection of a sign/signboard at 6700 South Stony Island Avenue for a currency exchange, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN J. EVANS (21st Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE
EMPLOYED BY NEW FAITH BAPTIST CHURCH.

A proposed ordinance requiring New Faith Baptist Church to pay a ten dollar license fee for each of the special police employed at 8400 South Halsted Street pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance*.

Presented By

**ALDERMAN GARCIA (22nd Ward) And
ALDERMAN CARTER (15th Ward):**

EXPRESSION OF SUPPORT FOR QUIGLEY SEMINARY SOUTH AND
CALL FOR RECONSIDERATION OF SCHOOL CLOSING.

A proposed resolution reading as follows:

WHEREAS, Quigley Seminary South was erected by the Archdiocese of Chicago in 1961 to educate and foster religious vocations of young men on the south side of Chicago: and

WHEREAS, Quigley Seminary South, in its twenty-eight year history, has produced many of the religious leaders and priests of the Archdiocese of Chicago, as well as leaders in the civic, academic and business community; and

WHEREAS, Quigley Seminary South, through its faculty and programs, provides a unique opportunity for African-American, Hispanic, and ethnic white young men to study and explore their future vocations in the City of Chicago and the Archdiocese of Chicago; and

WHEREAS, Quigley Seminary South has provided a forum for discussion and served as a catalyst for understanding among the various ethnic and racial communities in the City of Chicago; and

WHEREAS, The announced closing of Quigley Seminary South will severely limit the choice of Catholic education for young men in Chicago and diminish the opportunity for understanding and dialogue among people of all races and nationalities in the City of Chicago; now, therefore,

Be It Resolved, That we, the Honorable Richard M. Daley, Mayor of the City of Chicago, the Honorable Alderman Jesus G. Garcia, 22nd Ward and the honorable members of the City Council express and affirm our support of Quigley Seminary South and its continuing service to the citizens of the City of Chicago; and

Be It Further Resolved, That the City Council calls upon his Eminence Joseph Cardinal Bernardin to reassess the decision to close Quigley Seminary South based on the adverse impact this closure will have on the City of Chicago and the future production of religious vocations.

Alderman Garcia 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 Garcia, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

Presented By

ALDERMAN KRISTYNIAK (23rd Ward):

Referred -- GRANT OF PRIVILEGE TO VISKASE CORPORATION
TO MAINTAIN AND USE TUNNEL ADJACENT TO
6855 WEST 65TH STREET.

A proposed ordinance to grant permission and authority to Viskase Corporation to maintain and use a tunnel adjacent to the premises at 6855 West 65th Street, which was *Referred to the Committee on Streets and Alleys.*

Referred -- PROHIBITION OF PEDDLING WITHIN 23RD WARD.

Also, a proposed ordinance to prohibit peddling within the 23rd Ward pursuant to Municipal Code Chapter 160, Section 160-13, which was *Referred to the Committee on Streets and Alleys.*

Referred -- CHICAGO TRANSIT AUTHORITY REQUESTED TO ERECT
BUS PASSENGER SHELTERS ON SOUTHEAST AND
SOUTHWEST CORNERS OF WEST 47TH STREET
AND SOUTH PULASKI ROAD.

Also, a proposed order directing the Chicago Transit Authority to consider the erection of bus passenger shelters on the southeast and southwest corners of West 47th Street and South Pulaski Road, which was *Referred to the Committee on Local Transportation.*

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 5122 SOUTH LAPORTE AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to

Mr. Jozef Cudzich to park a pickup truck and/or van in front of his residence at 5122 South Laporte Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN HENRY (24th Ward):

TRIBUTE TO LATE MOTHER CELIA CALDWELL.

A proposed resolution reading as follows:

WHEREAS, God in his infinite wisdom has called to her eternal reward his servant Mother Celia Caldwell, devoted matriarch and teacher and an inspirational force at Israel Mission Temple on Chicago's great west side; and

WHEREAS, Mother Celia Caldwell spent more than four decades as a teacher and later as a principal in several school systems. A deeply religious person, her guidance was a source of comfort and success for untold hundreds of young persons; and

WHEREAS, Mother Celia Caldwell also symbolized the strength and solidity of family life. Herself a widow, she leaves behind one daughter, the Reverend/Sister L. A. Davis, two granddaughters, three grandsons, one great grandson, a brother, and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 7th day of February, 1990, A.D., do hereby express our sorrow on the passing of Mother Celia Caldwell and extend to her fine family and many friends our deepest sympathy.

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Reverend/Sister L. A. Davis.

Alderman Henry 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 Henry, seconded by Alderman Davis, the foregoing proposed resolution was *Adopted* by a rising vote.

TRIBUTE TO LATE REVEREND MARVIN J. ISOM.

Also, a proposed resolution reading as follows:

WHEREAS, God in his infinite wisdom has called to his eternal reward his servant, the Reverend Marvin J. Isom, who was also a dedicated employee of the City of Chicago; and

WHEREAS, Reverend Marvin J. Isom was born in Chicago, at ten years of age was called to the ministry and eventually became the first member of Israel Mission Temple on Chicago's great west side; and

WHEREAS, Marvin J. Isom received his minister's license in 1975 and served his grateful congregation as spiritual guide, choir director, Sunday School teacher and devoted friend; and

WHEREAS, Also a dedicated public servant, Marvin J. Isom was a valued employee of the Chicago Public Library for some 15 years, which was almost half his life. In his short term on earth he accomplished more than most. In 1985 he graduated from Columbia College, and he rose in the ranks of Israel Mission Temple to assistant pastor; and

WHEREAS, In appreciation of Marvin J. Isom's contribution to the Chicago Public Library and to the people of Chicago, the Library's Board of Directors has made a donation to the Library Foundation for the purchase of books in his name; and

WHEREAS, Reverend Marvin J. Isom leaves behind great sadness among his family and congregation, but also a proud tradition of accomplishment, dedication and spiritual excellence; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this 7th day of February, 1990, A.D., do hereby express our sorrow on the passing of the Reverend Marvin J. Isom, Assistant Pastor of Israel Mission Temple, and extend to his family, his congregation and his 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 the Reverend Marvin J. Isom.

Alderman Henry 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 Henry, seconded by Alderman Davis, the foregoing proposed resolution was *Adopted* by a rising vote.

Referred -- ESTABLISHMENT OF GUIDELINES FOR RANDOM
DRUG TESTING OF CITY COUNCIL MEMBERS
AND OTHER APPROPRIATE OFFICIALS.

Also, a proposed resolution urging the City Council to establish a special committee, to function under the co-jurisdiction of the Committee on Committees, Rules and Ethics and the Committee on Health, which would initiate guidelines for the random drug testing of City Council members and other appropriate officials.

Alderman Henry moved to suspend the rules temporarily to permit immediate consideration of and action upon the said proposed resolution. The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Beavers, Caldwell, Shaw, Langford, Streeter, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Mell, Giles -- 14.

Nays -- Aldermen Roti, Tillman, T. Evans, Steele, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Garcia, E. Smith, Davis, Bialczak, Figueroa, Austin, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, M. Smith -- 25.

Thereupon, on motion of Alderman Henry, the foregoing proposed resolution was *Referred to the Committee on Committees, Rules and Ethics*.

Referred -- MARCH 18, 1990 PROCLAIMED "THE LIVING
GIFT DAY IN CHICAGO".

Also, a proposed resolution proclaiming Sunday, March 18, 1990 as "The Living Gift Day in Chicago", which was *Referred to the Committee on Health*.

Presented By

ALDERMAN SOLIZ (25th Ward):

Referred -- ISSUANCE OF PERMITS TO ERECT SIGN/SIGNBOARDS
AT VARIOUS LOCATIONS.

Five proposed orders directing the Commissioner of Inspectional Services to issue permits

to Superior Outdoor Structures, Incorporated for the erection of sign/signboards at the locations noted, which were *Referred to the Committee on Zoning*, as follows:

West Cermak Road and South Rockwell Street -- for Aztec Outdoor Advertising, Incorporated;

1348 West 18th Street -- for Aztec Outdoor Advertising, Incorporated;

West 14th Street and South Western Avenue -- for Aztec Outdoor Advertising, Incorporated;

1825 South Blue Island Avenue -- for Aztec Outdoor Advertising, Incorporated; and

West 18th Street and South Western Avenue -- for Aztec Outdoor Advertising, Incorporated.

Presented By

ALDERMAN GUTIERREZ (26th Ward):

FEBRUARY 13, 1990 PROCLAIMED "GUARDIAN ANGELS
DAY IN CHICAGO".

A proposed resolution reading as follows:

WHEREAS, The Alliance of Guardian Angels, Incorporated, a non-profit tax- exempt corporation, has been active on the streets and transit systems of various American, Canadian and European cities since February 13, 1979 and has been in the forefront of lawful, effective citizen action in the war on drugs; and

WHEREAS, The Guardian Angels have been active in the City of Chicago since 1981 and continuously since May of 1988; and

WHEREAS, The Guardian Angels have performed many hundreds of volunteer patrols on our mass transit system in cooperation with the Chicago Police Department resulting in a drop in transit crime of over forty percent in 1989; and

WHEREAS, The Guardian Angels have begun a cooperative effort with citizens, community groups and the Chicago Police Department to implement their anti-drug campaign in the City of Chicago; and

WHEREAS, Four Guardian Angels have paid for their dedication and selfless service to public safety with their lives and nearly a score have been seriously injured performing their volunteer services; and

WHEREAS, The Mayor and members of the City Council of the City of Chicago have heretofore recognized the worthwhile efforts of the Guardian Angels internationally and in the City of Chicago; and

WHEREAS, This year marks the eleventh anniversary of this organization; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby proclaim February 13, 1990 to be "Guardian Angels Day in Chicago" and urge all citizens to be cognizant and supportive of this fine program designed to protect life, property and provide positive real life role models for the youth and future leaders of our society.

Alderman Gutierrez 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 Gutierrez, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr -- 47.

Nays -- None.

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

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 2353 WEST NORTH AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Superior Outdoor Structures, Incorporated for the erection of a sign/signboard at 2353 West North Avenue for Aztec Outdoor Advertising, Incorporated, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 147, SECTION 147-4 BY REQUIRING NOTIFICATION OF PUBLIC HEARINGS AS PART OF ISSUANCE PROCEDURE FOR LIQUOR LICENSES.

A proposed ordinance to amend Municipal Code Chapter 147, Section 147-4 by requiring notification of public hearings as a part of the procedure for issuance of liquor licenses, which was *Referred to the Committee on License*.

Presented By

**ALDERMAN DAVIS (29th Ward) And
ALDERMAN RUSH (2nd Ward):**

Referred -- COMMITTEE ON HUMAN RIGHTS AND CONSUMER PROTECTION URGED TO HOLD HEARINGS TO INVESTIGATE ALLEGATIONS OF UNFAIR EMPLOYMENT PRACTICES AT METRA.

A proposed resolution urging the Committee on Human Rights and Consumer Protection to hold hearings to investigate allegations of unfair employment practices at METRA and recommend corrective measures, if necessary, which was *Referred to the Committee on Human Rights and Consumer Protection*.

Presented By

ALDERMAN FIGUEROA (31st Ward):

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING CANOPY AT 3657 WEST DIVISION STREET.

A proposed order directing the Commissioner of General Services to issue a permit to

Division Medical Center to maintain and use an existing canopy attached to the building or structure at 3657 West Division Street, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMITS TO ERECT SIGNS/SIGNBOARDS
AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Inspectional Services to issue permits to Superior Outdoor Structures, Incorporated for the erection of signs/signboards at the locations noted, which was *Referred to the Committee on Zoning*, as follows:

West North Avenue and North Ridgeway Avenue -- for Aztec Outdoor Advertising, Incorporated; and

3706 West North Avenue -- for Aztec Outdoor Advertising, Incorporated.

Presented By

ALDERMAN FIGUEROA (31st Ward)
ALDERMAN GARCIA (22nd Ward)
And OTHERS:

Referred -- ILLINOIS CONGRESSIONAL DELEGATION URGED TO
OPPOSE ALL UNITED STATES WAR-RELATED AID TO
EL SALVADOR AND JOIN INTERNATIONAL
BOYCOTT OF SALVADORAN COFFEE
PRODUCTS.

A proposed resolution, presented by Aldermen Figueroa, Garcia, Caldwell, Krystyniak, Davis, Banks and Eisendrath, urging the Illinois Congressional Delegation to actively oppose all United States war-related aid to the government of El Salvador and to join the international boycott of all Salvadoran coffee products, which was *Referred to the Committee on Human Rights and Consumer Protection*.

Presented By

ALDERMAN GABINSKI (32nd Ward):

Referred -- ERECTION OF VARIOUS SIGNS IN ALLEY BORDERING
CHRISTOPHER COLUMBUS ELEMENTARY SCHOOL
AT 1003 NORTH LEAVITT STREET.

A proposed order directing the Commissioner of Public Works to erect "No Dumping", "No Littering" and "Curb Your Dog" signs in the alley bordering the Christopher Columbus Elementary School at 1003 North Leavitt Street, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN AUSTIN (34th Ward):

Referred -- COMMITTEE ON THE BUDGET AND GOVERNMENT
OPERATIONS URGED TO HOLD HEARINGS TO REVIEW
PROCEDURE FOR CERTIFICATION OF MINORITY
OR WOMEN BUSINESS ENTERPRISES.

A proposed resolution urging the Committee on the Budget and Government Operations to hold public hearings to determine the effectiveness of the procedure used for certification, re-certification or appeal for denial of certification as Minority or Women Business Enterprises, which was *Referred to the Committee on the Budget and Government Operations*.

Presented By

ALDERMAN KOTLARZ (35th Ward):

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 3658 WEST DIVERSEY AVENUE.

A proposed order directing the Commissioner of General Services to issue a permit to El

Paraiso to maintain and use two existing canopies attached to the building or structure at 3658 West Diversey Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 4001 WEST FULLERTON AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Superior Outdoor Structures, Incorporated for the erection of a sign/signboard at 4001 West Fullerton Avenue for Aztec Outdoor Advertising, Incorporated, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 193,
SECTION 193-7 BY IMPOSING FINE FOR FALSE
BURGLAR OR FIRE ALARMS.

A proposed ordinance to amend Municipal Code Chapter 193, Section 193-7 by imposing a fine for any false sounding by vocal, electronic or other means of burglar or fire alarms, which was *Referred to the Committee on Finance*.

Presented By

**ALDERMAN BANKS (36th Ward),
ALDERMAN ORR (49th Ward)
And OTHERS:**

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 4, BY
ADDING NEW SECTIONS 4-4.10 AND 4-4.11 ESTABLISHING
STANDARDS FOR COMPENSATION OF CERTAIN
CITY COUNCIL EMPLOYEES.

A proposed ordinance, presented by Aldermen Banks, Orr, Rush, T. Evans, Bloom, Steele,

Huels, J. Evans, Garcia, Figueroa, Mell, Laurino, Eisendrath, Hansen, Levar and Shiller, amending Municipal Code Chapter 4, by adding new sections to be known as Sections 4-4.10 and 4-4.11 establishing standards of compensation for employees of City Council Committees, the Office of the Vice-Mayor and the Office of the President Pro Tempore and requiring said employees to sign daily time sheets, subject to fines for falsification, which was *Referred to the Committee on Committees, Rules and Ethics.*

Presented By

ALDERMAN GILES (37th Ward):

Referred -- GRANT OF PRIVILEGE TO FLEX-O-GLASS,
INCORPORATED TO MAINTAIN AND USE RAILROAD
SWITCH TRACK OVER AND ACROSS PORTIONS
OF WEST AUGUSTA
BOULEVARD.

A proposed ordinance to grant permission and authority to Flex-O-Glass, Incorporated to maintain and use a railroad switch track over and across portions of West Augusta Boulevard near North Kilpatrick Avenue, 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:

All-Nation Pentecostal House of Prayer -- for one canopy at 3644 West Chicago Avenue;
and

The Sanctuary of Faith Church -- for one canopy at 3612 West Chicago Avenue.

Presented By

ALDERMAN LAURINO (39th Ward):

Referred-- GRANT OF PRIVILEGE TO VIA VENETO, INCORPORATED,
DOING BUSINESS AS VIA VENETO RISTORANTE,
FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Via Veneto, Incorporated, doing business as Via Veneto Ristorante, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises at 3449 West Peterson Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN PUCINSKI (41st Ward):

CONGRATULATIONS EXTENDED TO MR. ART PETACQUE AND
FELLOW JOURNALISTS FOR INDUCTION INTO
CHICAGO JOURNALISM HALL
OF FAME.

A proposed resolution reading as follows:

WHEREAS, Art Petacque, a Pulitzer Prize winning columnist and investigative reporter with a third of a century of experience in the newspaper business, has been honored, along with seven other Chicago newsmen, by being inducted into the Chicago Journalism Hall of Fame; and

WHEREAS, The Chicago Headline Club is the Chicago Professional Chapter of the Society of Professional Journalists; and

WHEREAS, This recognition has been bestowed upon Mr. Petacque by the Chicago Headline Club for his insatiable appetite for a good news story and his hard-hitting columns on crime which appear in the *Chicago Sun-Times*; and

WHEREAS, In 1983, he increased his audience when he began giving regular news reports on WLS-TV (Channel 7) in Chicago; and

WHEREAS, In 1974, Art Petacque and Hugh Hough received a Pulitzer Prize for turning up new evidence in the 1966 murder of Illinois Senator Charles Percy's daughter, Valerie; and

WHEREAS, In ensuing years he wrote a variety of columns and to this day, writes a news column called "Petacque's Beat"; and

WHEREAS, A native Chicagoan, Art Petacque began his journalistic career in 1943 with the *Chicago Sun*, forerunner of the *Sun-Times*, when he was assigned to the police beat, he began to develop contacts which led to numerous exclusive stories and a total of 36 awards for journalistic excellence; and

WHEREAS, He has received honors for reporting and news writing from the Associated Press, United Press International, and the Chicago Newspaper Guild; and

WHEREAS, In 1985, the Illinois Academy of Criminology honored Art Petacque with its award for media service to the criminal justice system; and

WHEREAS, He is generally recognized by the entire journalistic profession as one of the best-informed reporters on activities of the underworld; and

WHEREAS, In 1984, Art Petacque was awarded a Chicago Emmy for spot news coverage on WLS-TV and was featured on "CBS Morning News" in an interview with Bill Kurtis; and

WHEREAS, His work has twice been dramatized on the NBC-TV Network Program, "The Big Story", in 1954, and two years later his expose of a lonely hearts murder racket was televised; and

WHEREAS, Art Petacque has contributed much to the unique style and combative spirit of Chicago Journalism; and

WHEREAS, He joins distinguished previous recipients of the Chicago Headline Club inductees, among whom were Carl Sandburg and Garrick Utley; now, therefore,

Be It Resolved, That the Mayor and the City Council of Chicago, hereby congratulate Art Petacque and his fellow inductees, John H. Johnson, John H. Thompson, Paul Harvey, Robert G. Schultz (deceased), Herb Graffis (deceased), Eugene Field (deceased), and Curtis D. MacDougall (deceased), into the Chicago Journalism Hall of Fame; and

Be It Further Resolved, That we all agree that this distinguished group of newsmen bring pride to the entire journalism profession in Chicago. May their high standards be an inspiration to all journalists.

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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 43,
SECTION 43-11 BY IMPOSING FINES FOR
CONSTRUCTION WORK COMMENCING
PRIOR TO ISSUANCE
OF PERMIT.

Also, a proposed ordinance to amend Municipal Code Chapter 43, Section 43-11, by imposing a \$500.00 fine on those contractors who proceed with construction work prior to issuance of the necessary permit for said construction, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- ESTABLISHMENT OF TAXICAB STANDS
AT SPECIFIED LOCATIONS.

Two proposed ordinances to establish taxicab stands at the locations specified, pursuant to Chapter 27, Section 27-412 of the Municipal Code, which were *Referred to the Committee on Local Transportation*, as follows:

Taxicab Stand 596

On Upper East North Water Street, along the north curb, from a point 20 feet east of the building line on North St. Clair Street, to a point 75 feet east thereof, four vehicles (no parking -- tow-away zone); and

Taxicab Stand 597

On North St. Clair Street, along the east curb, from a point 15 feet north of the building line of Upper East North Water Street, to a point 36 feet north thereof, two vehicles.

Referred -- AMENDMENT OF MUNICIPAL CODE BY ESTABLISHING
NEW CHAPTER 36.1 ENTITLED "CHICAGO STREET
PERFORMERS ORDINANCE".

Also, a proposed ordinance to amend the Municipal Code by adding a new Chapter 36.1 entitled "Chicago Street Performers Ordinance" which would establish permit requirements and location restrictions for street performances, which was *Referred to the Committee on Streets and Alleys*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS
FOR VARIOUS PURPOSES.

Also, twenty-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:

Bistro Restaurant Limited Partnership, doing business as Bistro 110 -- to maintain and use a portion of the public way adjacent to 110 East Pearson Street for a sidewalk cafe;

Citifront Hotel Associates Limited Partnership -- to construct, maintain and use three loading dock truck berths on portion of the public way for 301 East North Water Street;

Chalet International Limited, doing business as The Chalet -- to maintain and use a portion of the public way adjacent to 40 East Delaware Place for a sidewalk cafe;

Crema Dolce Limited, doing business as Crema Dolce -- to maintain and use a portion of the public way adjacent to 2 West Elm Street for a sidewalk cafe;

Mr. Marshall DeMar, doing business as Oak Tree Restaurant -- to maintain and use a portion of the public way adjacent to 25 East Oak Street for a sidewalk cafe;

Five Bees Restaurant Limited, doing business as Chris-A-Cafe -- to maintain and use a portion of the public way adjacent to 201 East Grand Avenue for a sidewalk cafe;

Gold Coast Dogs I, Incorporated, doing business as Gold Coast Dogs I -- to maintain and use a portion of the public way adjacent to 418 North State Street for a sidewalk cafe;

Gold Coast Dogs III, Incorporated, doing business as Gold Coast Dogs III -- to maintain and use a portion of the public way adjacent to 804 North Rush Street for a sidewalk cafe;

Hamburger Hamlet of Walton Street, Incorporated, doing business as Hamburger Hamlet -- to maintain and use a portion of the public way adjacent to 44 East Walton Street for a sidewalk cafe;

Robert James Limited, doing business as River North Cafe -- to maintain and use a portion of the public way adjacent to 750 North Franklin Street for a sidewalk cafe;

Mr. Peter Koliatsis, doing business as Pearson' Restaurant -- to maintain and use a portion of the public way adjacent to 829 North State Street for a sidewalk cafe;

Levy Management (Huron) Limited Partnership, doing business as Randall's Rib House -- to maintain and use a portion of the public way adjacent to 41 East Superior Street for a sidewalk cafe;

Malnati's River North, Incorporated, doing business as Lou Malnati's Pizza -- to maintain and use a portion of the public way adjacent to 439 North Wells Street for a sidewalk cafe;

Milito Limited, doing business as Orso's Restaurant -- to maintain and use a portion of the public way adjacent to 1401 North Wells Street for a sidewalk cafe;

Moe's Corned Beef Cellar, doing business as Moe's Deli Pub -- to maintain and use a portion of the public way adjacent to 611 North Rush Street for a sidewalk cafe;

Mr. Penguin, Incorporated, doing business as Mr. Penguin -- to maintain and use a portion of the public way adjacent to 162 East Superior Street for a sidewalk cafe;

Pete Morton's Father's Place, Incorporated, doing business as Arnie's Sidewalk Cafe -- to maintain and use a portion of the public way adjacent to 1050 North State Street for a sidewalk cafe;

Pizzeria Uno, Incorporated, doing business as Pizzeria Uno -- to maintain and use a portion of the public way adjacent to 29 East Ohio Street for a sidewalk cafe;

Romanek Properties Limited -- to maintain and use eleven caisson bells that extend into the public way along portions of North St. Clair Street and East Ontario Street;

Wabash/Hubbard Limited Partnership -- to construct and maintain sheeting for a ground retention system in the public way adjacent to 30 East Hubbard Street;

Wabash/Hubbard Limited Partnership -- to install, maintain and use a manhole and grease separator in the public way adjacent to 440 North Wabash Avenue;

Whitemont Management Corporation, doing business as Cricket's -- to maintain and use a portion of the public way adjacent to 100 East Chestnut Street for a sidewalk cafe;

333 Building Corporation -- to maintain and use water and discharge pipe under portions of Lower Wacker Drive and North Michigan Avenue for its premises at 333 North Michigan Avenue.

Referred -- PERMISSON TO CLOSE TO TRAFFIC PORTION OF
NORTH WELLS STREET TO HOLD WELLS STREET
ART AND FOLK MUSIC FESTIVAL.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Old Town Chamber of Commerce, c/o Angela Allyn, to close to traffic that part of North Wells Street between West North Avenue and West Goethe Street to hold the Wells Street Art and Folk Music Festival, from 7:00 A.M. Saturday, June 9 to 10:00 P.M. Sunday, June 10, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- PERMISSION TO HOLD PREMIER THEME
PARTY AT 200 EAST OHIO STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Art In Progress, c/o Donald F. Olson, to hold a premier theme party at 200 East Ohio Street on Wednesday, March 21, 1990, which was *Referred to the Committee on Streets and Alleys*.

Referred -- AMENDMENT OF ORDER WHICH AUTHORIZED ISSUANCE
OF PERMITS TO CHALET NURSERY TO INSTALL TREES,
TREE GRATES AND TREE CUTS ON PUBLIC
WAY ADJACENT TO 159 WEST
ERIE STREET.

Also, a proposed order to amend an order passed on December 12, 1989 (Council Journal pages 10318 -- 10319) by striking the term "Trees" and inserting in lieu thereof "Four Trees", which was *Referred to the Committee on Streets and Alleys*.

Referred -- AMENDMENT OF ORDER WHICH AUTHORIZED
ISSUANCE OF PERMIT TO CONVITO ITALIANO
FOR CANOPY.

Also, a proposed order to amend an order passed on December 20, 1989 (Council Journal page 10220) which authorized the issuance of a permit for a canopy at 11 East Chestnut Street by striking the name "Convito Italiano" and inserting in lieu thereof "Centrum Properties, Incorporated", which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING
CANOPIES AT SPECIFIED LOCATIONS.

Also, nine 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:

Burton Place, Incorporated -- for two canopies at 1447 North Wells Street;

Chicago Sun-Times, Incorporated -- for one canopy at 401 North Wabash Avenue;

H. Dolin Company, doing business as Carling Hotel -- for one canopy at 1512 North LaSalle Street;

H. Dolins Company, doing business as Marshall Hotel -- for one canopy at 1232 North LaSalle Street;

Lester Lampert, Incorporated -- for one canopy at 701 North Michigan Avenue;

Mr. William H. Malone -- for one canopy at 1337 North Wells Street;

Sassparella Limited -- for one canopy at 1551 North Wells Street;

Uno's Limited -- for one canopy at 1517 North Wells Street; and

Walls of China Restaurant -- for one canopy at 333 West Grand Avenue.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- GRANT OF PRIVILEGE TO GLD, INCORPORATED,
DOING BUSINESS AS THE FOUR FARTHINGS
TAVERN FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to GLD, Incorporated, doing business as The Four Farthings Tavern, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2060 North Cleveland Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- GRANT OF PRIVILEGE TO MELROSE CORPORATION,
DOING BUSINESS AS MELROSE RESTAURANT
FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Melrose Corporation, doing business as Melrose Restaurant, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3233 North Broadway, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN SHILLER (46th Ward):

Referred-- PORTION OF NORTH WAYNE AVENUE TO RECEIVE
HONORARY DESIGNATION AS "CARMELITO
LLAPITAN COURT".

A proposed ordinance directing the Commissioner of Public Works to designate that part of North Wayne Avenue, between 3900 North and 4000 North as "Carmelito Llapitan Court", which was *Referred to the Committee on Streets and Alleys*.

Referred-- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 4070 NORTH CLARK STREET.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Mr. Van Bruggen/Gas City Sign, Incorporated for the erection of a sign/signboard at 4070 North Clark Street for Gas City, which was *Referred to the Committee on Zoning*.

Presented By

**ALDERMAN SCHULTER (47th Ward)
And OTHERS:**

Referred -- APRIL 22, 1990 DESIGNATED AS "EARTH
DAY 1990 IN CHICAGO".

A proposed resolution, presented by Aldermen Schulter, Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Burke, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar and M. Smith, designating April 22, 1990 as "Earth Day 1990 in Chicago" and urging all Chicagoans to participate in various public activities set aside on this day, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- INSTALLATION OF ALLEY LIGHT BEHIND
5427 NORTH BROADWAY.

A proposed order directing the Commissioner of Public Works to install an alley light behind the premises at 5427 North Broadway, which was *Referred to the Committee on Finance*.

Referred -- EXEMPTION OF PARKING FACILITY ADJACENT TO
1123 -- 1129 WEST THORNDALE AVENUE FROM
PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY
ACCESSIBILITY.

Also, a proposed ordinance to exempt from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 1123 -- 1129 West Thorndale Avenue, pursuant to the provisions of Municipal Code Chapter 33, Section 33-19.1, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN ORR (49th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS
FOR SIDEWALK CAFES.

Two proposed ordinances to grant permission and authority to the applicants listed to maintain and use portions of the public right-of-way for sidewalk cafes at the locations specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Leona's Pizzeria, Incorporated, doing business as Leona's Pizzeria -- to maintain and use a portion of the public way adjacent to 6935 North Sheridan Road; and

Speedy Ennui, Incorporated, doing business as Speedy Ennui -- to maintain and use a portion of the public way adjacent to 6981 North Sheridan Road.

Presented By

**ALDERMAN STONE (50th Ward) And
ALDERMAN MADRZYK (13th Ward):**

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 62,
BY ADDING NEW SUBSECTION 62-3.6(c) IMPOSING
ADDITIONAL FIRE REGULATIONS RELATED
TO SHAFT ENCLOSURES.

A proposed ordinance to amend Municipal Code Chapter 62 by adding a new subsection to be known as Subsection 62-3.6(c) regarding the protection of service openings in vertical conveyor shaft enclosures with Class B fire door assemblies, preventing said door from opening directly onto any public corridor, and requiring service doors opened for operational procedures to be equipped with devices to close all service doors once smoke detector has been activated, which was *Referred to the Committee on Buildings*.

**5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION AND WATER RATE
EXEMPTIONS, ET CETERA.**

Proposed ordinances, orders, et cetera described below were presented by the aldermen named and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN MADRZYK (13th Ward):

Queen of Universe School -- for installation of a fire alarm box on the premises known as 7114 South Hamlin Avenue.

BY ALDERMAN J. EVANS (21st Ward):

Trinity United Church of Christ -- for construction of a new building on the premises known as 400 West 95th Street.

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Health Care Corporation -- for construction of a new garage building on the premises known as 7435 West Talcott Avenue.

BY ALDERMAN SHILLER (46th Ward):

Uptown Habitat for Humanity -- for construction of a building on the premises known as 4651 -- 4653 North Kenmore Avenue.

BY ALDERMAN SCHULTER (47th Ward):

Saint Matthias School -- for hanging of banners on the premises known as 4910 North Claremont Avenue.

LICENSE FEE EXEMPTIONS:**BY ALDERMAN ROTI (1st Ward):**

Midwest Committee for Military Counseling, Incorporated, 343 South Dearborn Street.

BY ALDERMAN TILLMAN (3rd Ward):

Saint Paul Church of God in Christ/Chaney Ford Child Care Center, 4528 South Wabash Avenue.

BY ALDERMAN BLOOM (5th Ward):

South Shore Bible Day Care Center, 7159 South Cornell Avenue.

South Shore United Methodist Child Care Center, 7350 South Jeffery Boulevard.

BY ALDERMAN BEAVERS (7th Ward):

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

South Shore Community Church Day Care Center, 7401 South Yates Avenue and 7601 South Phillips Avenue (2).

BY ALDERMAN BURKE (14th Ward):

Central Community Hospital Cafeteria, 5701 South Wood Street.

BY ALDERMAN LANGFORD (16th Ward):

McKinley Hammond House Shelter Care Home, 6701 South Morgan Street.

BY ALDERMAN E. SMITH (28th Ward):

Fifth City Preschool/Fifth City Child Development Institute Incorporated, 3411 West 5th Avenue.

BY ALDERMAN BIALCZAK (30th Ward):

Lambs of the Fold Preschool and Day Care Center, 5110 West Diversey Avenue.

BY ALDERMAN KOTLARZ (35th Ward):

Saint Joseph Home of Chicago, Incorporated, 2650 North Ridgeway Avenue.

BY ALDERMAN BANKS (36th Ward):

Shriners Hospital for Crippled Children, 2211 North Oak Park Avenue.

BY ALDERMAN CULLERTON (38th Ward):

Saint Mary of Providence School, 4200 North Austin Avenue.

BY ALDERMAN O'CONNOR (40th Ward):

Covenant Home of Chicago, 2725 West Foster Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN ROTI (1st Ward):

Saint Xavier Cabrini Hospital, 811 South Lytle Street -- boiler and unfired pressure vessel inspection fees, annual sign inspection fee, fuel burning equipment fee and semi-annual elevator inspection fee (4).

BY ALDERMAN BLOOM (5th Ward):

McCormick Theological Seminary, 5555 South Woodlawn Avenue -- elevator inspection fees and building inspection fees (2).

BY ALDERMAN SHEAHAN (19th Ward):

Cenacle Retreat House, 11600 South Longwood Drive -- annual building inspection fee.

Morgan Park Academy, 2153 West 111th Street -- annual boiler inspection fee.

Washington and Jane Smith Home, 2340 West 113th Place -- annual mechanical inspection fee.

BY ALDERMAN J. EVANS (21st Ward):

Sweet Holy Spirit Baptist Church, 944 West 103rd Street -- annual sign inspection fees (4).

BY ALDERMAN KRISTYNIK (23rd Ward):

Mr. George Peters, 5341 South Moody Avenue -- handicapped parking signs.

BY ALDERMAN SOLIZ (25th Ward):

Schwab Rehabilitation Center, 1401 South California Avenue -- annual sign inspection fees.

BY ALDERMAN PUCINSKI (41st Ward):

Evangelical Lutheran Church in America, 8765 West Higgins Road -- annual exhaust system inspection fee.

Polish American Congress, 5844 North Milwaukee Avenue -- annual elevator inspection fee.

BY ALDERMAN NATARUS (42nd Ward):

Latin School of America, 59 West North Avenue -- semi-annual elevator inspection fee.

Northwestern Memorial Hospital, 320 East Huron Street -- annual sign inspection fees.

Scholl College of Podiatric Medicine, 100 North Dearborn Street -- sign inspection/no parking metered fee.

BY ALDERMAN LEVAR (45th Ward):

Copernicus Foundation, 5216 West Lawrence Avenue -- boiler inspection fee.

BY ALDERMAN SCHULTER (47th Ward):

Queen of Angels Church, 2330 West Sunnyside Avenue -- annual building inspection fee.

BY ALDERMAN M. SMITH (48th Ward):

Swedish Museum, 5211 North Clark Street -- semi-annual elevator inspection fee.

BY ALDERMAN MADRZYK for *ALDERMAN STONE* (50th Ward):

Northwest Home for the Aged, 6300 North California Avenue -- boiler and unfired pressure vessel inspection fees and semi-annual elevator inspection fee (2).

WATER RATE EXEMPTIONS:

BY ALDERMAN BEAVERS (7th Ward):

Light House Baptist Church, 7935 -- 7937 South Exchange Avenue.

BY ALDERMAN LANGFORD (16th Ward):

New Mount Zion Missionary Baptist Church, 1316 West 63rd Street.

REFUND OF FEE:

BY ALDERMAN LEVAR (45th Ward):

Polish Welfare Association, 3834 North Cicero Avenue -- refunds in the amount of \$1,472.61.

WAIVER OF FEE:

BY ALDERMAN LEVAR (45th Ward):

Polish Welfare Association, 3834 North Cicero Avenue -- waiver of various fees for the period November 18 through November 20, 1989.

**APPROVAL OF JOURNALS OF
PROCEEDINGS.**

JOURNAL (January 19, 1990).

Special Meeting.

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting held on January 19, 1990 at 9:30 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL (January 19, 1990).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on January 19, 1990 at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL CORRECTIONS.

(November 15, 1989).

Alderman Gutierrez moved to *Correct* the Official Journal of Proceedings of the regular meeting held on Wednesday, November 15, 1989, as follows:

Page 6799 -- by deleting the amount "\$75,000.00" appearing on the fourteenth line from the top of the page and inserting in lieu thereof the amount "\$40,000.00".

Page 6803 -- by deleting the amount "\$44,000.00" appearing on the second line from the top of the page and inserting in lieu thereof the amount "\$22,000.00".

Page 6804 -- by deleting the amount "\$36,500.00" appearing on the first line from the bottom of the page and inserting in lieu thereof the amount "\$29,200.00".

The motion to correct *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, T. Evans, Caldwell, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 38.

Nays -- Aldermen Tillman, Bloom, Steele, Beavers, Shaw, Langford, J. Evans, Cullerton, Natarus -- 9.

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

(November 15, 1989).

Alderman Gutierrez moved to *Correct* the Official Journal of Proceedings of the regular meeting held on Wednesday, November 15, 1989, as follows:

Page 6819 -- 6820 -- by deleting the first through fifth lines from the bottom of page 6819 along with the first through fifth lines from the top of page 6820 and inserting in lieu thereof the following:

"that part of Lot 3, lying south of a line drawn from a point on the east line of said lot 4.75 feet north of the southeast corner to a point on the west line of said lot 7.25 feet north of the southwest corner thereof; and Lot 6 all in George Merrill's Subdivision of Block 100, School Section Addition to Chicago in Section 16, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois (commonly known as 521 -- 525 South Wells Street, Permanent Tax No. 17-16-241-057)".

The motion to correct *Prevailed*.

UNFINISHED BUSINESS.

Re-Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTERS 21,
199 AND 198-B BY SUBSUMING RESPONSIBILITIES AND
AUTHORITY OF VARIOUS COMMISSIONS UNDER
COMMISSION ON HUMAN RIGHTS AND BY
CHANGING NAME OF FILING AGENCY TO
CONFORM WITH CURRENT STATE OF
ILLINOIS RECLASSIFICATION.

On motion of Alderman Burke, the City Council took up for consideration the report of a joint committee composed of the members of the Committee on the Budget and Government Operations and the members of the Committee on Human Rights and Consumer Protection, deferred and published in the Journal of the Proceedings of January 19, 1990, pages 10582 through 10591, recommending that the City Council pass a proposed substitute ordinance, as amended, amending Chapters 21, 199 and 198-B of the Municipal Code by subsuming responsibilities and authority of various commissions under the Commission on Human Rights and by changing the name of the filing agency to conform with current State of Illinois reclassification.

After debate, Alderman Austin moved to *Re-Refer* the said proposed substitute ordinance, as amended, to a joint committee composed of the members of the Committee on the Budget and Government Operations and the members of the Committee on Human Rights and Consumer Protection. The motion *Prevailed*.

At this point in the proceedings Alderman Hansen moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business to introduce a series of amendments to the foregoing proposed substitute ordinance, as amended.

On motion of Alderman Hansen, the said proposed amendments presented by Aldermen Hansen, Tillman, T. Evans, Bloom, Steele, Caldwell, Shaw, Carter, Langford, Streeter, J. Evans, Garcia, Henry, E. Smith, Davis, Figueroa, Giles, Eisendrath, Shiller, Schulter, M. Smith and Orr, were *Referred to a joint committee composed of the members of the Committee on the Budget and Government Operations and the members of the Committee on Human Rights and Consumer Protection.*

AMENDMENT OF MUNICIPAL CODE CHAPTERS 28 AND 28.1
CONCERNING PUBLIC PASSENGER VEHICLES
AND PUBLIC CHAUFFEURS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Local Transportation, deferred and published in the Journal of the Proceedings of January 19, 1990, pages 10567 through 10574, recommending that the City Council pass a proposed substitute ordinance, as amended, amending Chapters 28 and 28.1 of the Municipal Code concerning public passenger vehicles and public chauffeurs.

Alderman Bloom submitted the following amendment:

"I move to amend the substitute ordinance, as follows:

SECTION 1.

The substitute ordinance is amended to add an amendment to existing Section 28-9, as follows:

28-9. It shall be unlawful for a licensee to lease or contract for the independent operation or management of the licensee's operation of any taxicab or livery licensed hereunder for any consideration whatsoever without the approval of the Commissioner of Consumer Services. The relationship between the licensee of any taxicab or livery and the driver thereof shall be such as they mutually may agree upon by contract and may be expressed or implied, subject to the restrictions *and limitations* contained in this chapter and regulations promulgated hereunder, and provided that the driver thereof is duly licensed by the City as a public chauffeur as required by ordinance.

Each such lease or contract shall be in writing and in a form approved by the Commissioner, provided that where the relationship is one of employer- employee, no such writing shall be required. The licensee shall provide a copy of any such lease to the Commissioner upon request.

The Commissioner shall issue regulations governing the following terms of such leases and contracts: (a) identification of the parties; (b) identification of the leased vehicle; (c) duration of the lease; and (d) obligations of the lessor for maintaining the safety of the vehicle. In formulating such regulations, the Commissioner shall consider the effect of the lease or contract on the safety of the public, the maintenance and care of taxicabs or liveries, and the availability of taxicab and/or livery service. A lessor shall not lease any taxicab or livery to any qualified driver unless that taxicab or livery is fit for service as a taxicab or livery.

It shall be unlawful for any person other than the lessee or contractor or an employee of the licensee to operate a taxicab or livery during the term of such lease or contract. There shall be no discrimination against any person employed or seeking employment on account of race, color, religion, national origin, gender or ancestry.

In addition to the rules and regulations otherwise provided for in this section, the Commissioner shall, subject to City Council approval and the limitations provided herein, establish by rule the maximum rates that a lessor may charge for the rental of a taxicab or livery, including goods and services provided by the lessor in connection with such rental. The maximum rates shall be established at an amount determined by the Commissioner to: (1) enable the lessor to receive adequate revenues to pay all of his expenses and receive a reasonable rate of return on his investment; and (2) provide for safe and adequate taxicab and livery service within the City by providing lessees with an opportunity to earn a fair and reasonable income. In establishing such rates, the Commissioner shall consider: (1) vehicle equipment and license costs; (2) asset depreciation; (3) the costs of insurance, operation and maintenance, uninsured repairs, wages and salaries, garage storage, taxes, fees, radio dispatching and administration, as well as all other periodic expenses paid by the lessor; and (4) such other factors that the Commissioner considers appropriate.

No lease rate limitations shall be effective until the Commissioner has conducted a public hearing on the proposed maximum lease rates and such rates have been approved by the City Council by ordinance. At least 5 days before the public hearing, the Commissioner shall notify by mail all holders of taxicab and livery licenses of the time, date, place and subject matter of the hearing. At the hearing, all interested persons shall be given a reasonable opportunity to be heard.

The Commissioner shall review at least annually the maximum lease rates then in effect to ensure that such rates are consistent with the objectives expressed in this section.

Notwithstanding any lease rate limitation established under this section, the Commissioner may permit an individual lessor to charge a rate in excess of that otherwise permitted if the lessor demonstrates that the rate limitation prevents the lessor from receiving adequate revenues to pay his expenses and receive a reasonable

rate of return on his investment. The Commissioner shall permit such higher rate only if he determines that the failure of the lessor to receive adequate revenues is directly caused by the rate limitation and not by the lessor's actions.

The Commissioner may require all holders of taxicab or livery licenses to provide such financial information as may be reasonably necessary to establish maximum lease rates under this section.

SECTION 2.

The substitute ordinance is amended to add a new Section 28-32, as follows:

28-32. If any section or sections of this substitute ordinance shall be ruled by a court of competent jurisdiction to be invalid, either in whole or in part, the remaining sections of this substitute ordinance shall remain in full force and effect."

Alderman Madrzyk moved to *Lay on the Table* the foregoing amendment. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Schulter, M. Smith --24.

Nays -- Aldermen Tillman, Bloom, Steele, Langford, Streeter, Jones, J. Evans, Garcia, Henry, Gutierrez, E. Smith, Davis, Figueroa, Giles, Shiller, Orr -- 16.

Thereupon, on motion of Alderman Huels, the said proposed substitute ordinance, as amended, which was deferred and published in the Journal of the Proceedings of January 19, 1990 was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 40.

Nays -- Aldermen Steele, Carter, Davis, Figueroa -- 4.

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 28, Sections 28-1, 28-4, 28-5.2, 28-6, 28-7, 28-14, 28-15.1, 28-22.1, 28-30 and 28-31.2 of the Municipal Code of Chicago are hereby amended by deleting the language contained in brackets and adding the language in italics, as follows:

28-1. Whenever used in this ordinance:

(a) the word "affiliation" means an association of public passenger vehicle license holders organized and incorporated for the purpose of providing its members with a Chicago business address, telephone number registered to the affiliation, color scheme where applicable, a trade name or emblem where applicable, *a two-way radio dispatch system*, insurance and *the* designation of an authorized registered agent. Members of an affiliation shall be known as "affiliates";

* * *

(u) the word "taximeter" means any mechanical or electronic device which records and indicates a charge or fare measured by distance traveled, waiting time and extra passengers [.] ;

(v) the words "two-way radio dispatch system" mean a method of radio communication by which a dispatcher may communicate with the drivers of all vehicles in the organization. With respect to an unaffiliated licensee, the term "organization" refers to the licensee and all vehicles for which a license is owned or controlled by him; with respect to an affiliation, the term "organization" refers to the affiliation and all its affiliate's vehicles. A two-way radio dispatch system shall have the capability of permitting the dispatcher to communicate with the drivers of all vehicles in the organization simultaneously for the purpose of providing service to customers and for driver safety. In the case of an individual licensee who is not a member of an affiliation and who holds no more than one taxicab license, a "two-way radio dispatch system" may consist of any two-way radio communication device which permits direct customer communication with the driver of the vehicle, including a telephonic device.

28-4. No vehicle shall be licensed as a public passenger vehicle until it has been inspected under the direction of the Commissioner and found to be in safe operating condition, *to have all equipment as required by this chapter*, and to have adequate body and seating facilities which are clean and in good repair for the comfort and convenience of passengers. All public passenger vehicles are subject to annual inspection except that taxicabs must be submitted for inspection semi-annually.

If any licensee fails to appear and make his vehicle available for inspection after receiving a notification from the Commissioner to do so, the Commissioner shall suspend the licensee's public passenger vehicle license for a period of 2 days. If the licensee again fails to so appear, the Commissioner shall suspend his license until the vehicle has passed an inspection pursuant to this section.

28-5.2.(a)

* * *

(b) No applicant shall be eligible for a public passenger vehicle license if any Chicago public passenger vehicle license he has held within the previous five years was revoked, or if the applicant, or any officer or director of a corporate applicant, within the five years immediately preceding the date of his application, has been *either convicted, or in custody, under parole or under any other non-custodial supervision resulting from a conviction* in a court of any jurisdiction for the commission of any felony as defined by Article 2 of the Illinois Criminal Code of 1961.

If the Commissioner has knowledge that a licensee has been charged with the commission of a forcible felony, as defined in Article 2 of the Illinois Criminal Code of 1961, arising in connection with the provision of public passenger vehicle services, the Commissioner shall suspend the public passenger vehicle license of the licensee until final adjudication is made with respect to such charges.

* * *

28-6. Upon receipt of an application for a public passenger vehicle license the Commissioner shall, and in the case of an application for license renewal, upon good cause shown, the Commissioner may cause an investigation to be made of: (1) the character and reputation of the applicant as a law abiding citizen; *and* (2) the financial ability of the applicant to render safe and comfortable transportation service, to maintain or replace the equipment for such service and to pay all judgments and awards which may be rendered for any cause arising out of the operation of a public passenger vehicle during the license period. If the Commissioner shall find that the application, and all other statements and documents required to be filed with the application have been properly executed, and that the applicant is qualified to provide the services required of a license holder, the Commissioner shall issue to him [and] in his name a license for each public passenger vehicle applied for, [to terminate on the 31st day of December following the date of issue,] provided that each such vehicle is in safe and proper condition at the time the license is issued; and further provided that the vehicle is either registered in applicant's name or, in the case of a leased vehicle, that the applicant has provided the Commissioner with a copy of the lease, in a form acceptable to the Commissioner, which lease must be of a minimum of one year's duration with an expiration date of December 31st and must include an acknowledgment by the lessor/owner of the vehicle that he has given his consent for the vehicle to be used as the type of public passenger vehicle for which a license is sought.

All licenses issued pursuant to this chapter shall expire on December 31 following the date of issue unless they are renewed within the period specified in this section. Application for renewal of any license issued pursuant to this chapter shall be made no later than the last day of February of the year for which the license is to be renewed.

28-7. The annual fee for each public passenger vehicle license of the class herein set forth is as follows:

Charter/sightseeing vehicle	\$200.00
Livery vehicle	200.00
Medical carriers	150.00
Taxicab [250.00]	500.00

28-14. If any public passenger vehicle shall become unsafe for operation or if its body or seating facilities shall be so damaged, deteriorated or unclean as to render [said] *the* vehicle unfit for public use, the license therefor shall be suspended by the Commissioner until the vehicle shall be made safe for operation and its body shall be repaired and painted and its seating facilities shall be reconditioned or replaced as directed by the Commissioner. In determining whether any public passenger vehicle is unfit for public use the Commissioner shall give consideration to its effect on the health, comfort and convenience of passengers and its public appearance on the streets of the City.

The Commissioner may suspend the license of and/or impose a fine not exceeding \$500 upon any licensee who violates any of the provisions of this chapter or any rules or regulations adopted pursuant to this chapter. The Commissioner shall promulgate rules and regulations regarding the lengths of suspension and the amounts of fines to be imposed for specific violations. Before any suspension or fine is imposed, the licensee shall be notified of the specific charges against him and of his right to a hearing. Any person who requests a hearing shall be notified of the time, date and place of the hearing not less than 10 days prior to the date of the hearing. The hearing shall be conducted by the Commissioner or his designee in accordance with rules and regulations promulgated by the Commissioner. An order imposing a suspension or a fine may be appealed by the licensee to the Mayor's License Commission.

Upon suspension of a license *and/or imposition of any fine* for cause under the provisions of this chapter, the license sticker emblem and metal plate shall be removed by the Commissioner from the vehicle and an entry of the suspension *and/or fine* shall be made on the license card. When *a fine is paid* and the suspension, *if any*, is terminated, an entry thereof shall be made on the license card by the Commissioner and a duplicate license sticker shall be furnished by the Commissioner and the Commissioner shall re-affix the metal plate, for a fee of ten dollars. The Commissioner shall notify the department of police of every suspension and termination of suspension.

28-15.1. In the event that the Commissioner, after investigation and hearing, shall determine that any licensee has obtained any public passenger vehicle license by fraud or false representation or wilful misstatement of material fact, or in case any licensee

shall fail to carry out any representation made to the Commissioner before the issuance of such license, or shall wilfully make any material misstatement of fact on any statement filed with the Commissioner, or if any licensee[,] shall operate, or cause or suffer to be operated, any public passenger vehicle in violation of the provisions of this chapter or of the rules and regulations of the Commissioner relating to the administration and enforcement of the provisions of this chapter, or if the licensee shall be convicted of a felony, or in the case of a corporate licensee if any officer or director shall be convicted of a felony, unless the licensee shall sever its relationship with any such officer or director immediately upon his conviction, *or if the licensee has obtained his license pursuant to a foreclosure of a security interest without having provided the Commissioner with the information required under Section 28-19(f)(2)*, the Commissioner shall recommend to the Mayor's License Commission that any or all public passenger vehicle licenses held by the licensee be revoked and the Mayor's License Commission shall revoke the license or licenses.

28-22.1.(b)(1)

* * *

[(2) When the Commissioner shall distribute licenses in accordance with a modified random selection process, he shall accord all timely applicants equal weight in the selection except that the following persons shall be eligible for inclusion in separate groups for distribution of licenses in the order indicated, and within each group, veterans of the United States armed forces who were separated from military service by other than dishonorable discharge shall be granted a weighting preference of 10% as follows:

- A. First preference: all applicants who have held a City of Chicago public chauffeur license for five or more of the seven years preceding the date of application and who own or control no livery or taxicab licenses;
- B. Second preference: all applicants who have held a City of Chicago public chauffeur license for from one to less than five of the seven years preceding the date of application and who own or control no livery or taxicab licenses;
- C. Third preference: all other applicants.

Licenses shall first be distributed by modified random selection to qualified applicants in the first preference group. Then, if any licenses remain available, those shall be distributed in the same manner to qualified applicants in the second preference group. If any licenses remain available after distribution to the first and second preference groups, they shall be distributed in the same manner to qualified applicants in the third preference group.

In any such modified random selection process, no applicant may be awarded more than one license. Only natural persons may claim first or second or veterans preference.

Any person who obtains a license in a distribution by modified random selection in which he has claimed any such preference shall be ineligible thereafter to claim such a preference in a subsequent distribution pursuant to this subsection (b)(2).]

(2) When the Commissioner distributes licenses in accordance with the modified random selection process, he shall accord all timely applicants equal weight in the selection group for which they qualify. The licenses shall be distributed as follows:

A. Fifty percent of the licenses available for distribution shall be randomly distributed to qualified applicants in the First Selection Group. The First Selection Group shall consist only of those applicants who, as of the date the application is made, own or control no livery or taxicab licenses and, as of the date the application was made: (i) have held a City of Chicago public chauffeur license for at least 10 of the previous 15 years; or (ii) hold a City of Chicago public chauffeur license and are veterans of the United States Armed Forces, and were separated from military service other than by dishonorable discharge. If the number of licenses allocated for distribution under this paragraph A exceeds the number of qualified applicants in the First Selection Group, the excess licenses shall be distributed with the other licenses distributed pursuant to paragraph B.

B. After the distribution for the First Selection Group is made, all remaining licenses available for distribution shall be randomly distributed to qualified applicants in the Second Selection Group. The Second Selection Group shall consist only of (i) those applicants who qualified for the First Selection Group but did not receive a license pursuant to the selection made pursuant to paragraph A; and (ii) applicants who, as of the date the application was made, own or control no livery or taxicab license and have held a City of Chicago public chauffeur license for at least 5 of the previous 7 years.

C. If any licenses remain undistributed after distributions to the First and Second Selection Groups have been made, the remaining licenses shall be distributed randomly to qualified applicants in the Third Selection Group. The Third Selection Group shall consist only of those applicants who, as of the date the application was made, own or control no livery or taxicab license and have held a City of Chicago public chauffeur license for at least one year.

D. If any licenses remain undistributed after distributions to the First, Second and Third Selection Groups have been made, the remaining licenses shall be distributed randomly to all other qualified applicants.

In any such modified random selection process, no applicant may be awarded more than one license. Only natural persons may qualify for the First, Second or Third Selection Group. Any person who has obtained a license pursuant to a modified random selection process conducted under this subsection (b)(2) shall not qualify for the First, Second or Third Selection Group in a subsequent distribution of licenses. If there is an odd number of licenses available for distribution under this subsection (b)(2), the additional license shall be distributed to applicants in the First Selection Group under paragraph A.

Each applicant who is selected in the modified random selection process must have his vehicle licensed and in operation in the City of Chicago no later than 60 days after the date he is selected. Any selected applicant whose vehicle is not licensed and in operation within such time shall forfeit his right to the license, and that license shall be distributed by the Commissioner pursuant to the selection process provided for in this section. However, the Commissioner may waive the forfeiture provisions of this paragraph if he determines that the failure to comply with this paragraph was caused by circumstances beyond the reasonable control of the applicant. Any applicant whose public chauffeur license is revoked prior to receiving a taxicab or livery license under this section shall forfeit his right to the taxicab or livery license.

Any licenses not distributed under this section because of a forfeiture or an inability of a selected applicant to qualify shall be distributed pursuant to the next modified random selection process conducted by the Commissioner.

28-30. (a) Commencing with the effective date of this ordinance, the rates of fare for taxicabs shall be as set forth in this section, which rates are hereby declared to be just and reasonable:

For the first 1/5 mile or fraction thereof	[\$1.00]	\$1.20
For each additional [1/9] 1/6 mile or fraction thereof	[10¢]	20¢
For each [36] 60 seconds of waiting time	[10¢]	20¢
For each additional passenger over the age of 12 years and under the age of 65 years		50¢

* * *

28-31.2. Any license for which an application for renewal has not been made within the period specified in Section 28-6, or which has been revoked, surrendered, [or] cancelled or otherwise forfeited, [or not applied for within a period of two months after such license application is due,] may be reissued by the Commissioner [to any qualified person in conformity with] pursuant to the provisions of this chapter.

* * *

SECTION 2. Chapter 28.1, Section 28.1-3(7) of the Municipal Code of Chicago is hereby amended by adding the language in italics, and Section 28.1-4 of such Code is repealed and replaced with a new Section 28.1-4, as follows:

28.1-3(7). The Commissioner shall provide or cause to be offered on an ongoing basis a course of study covering the subjects required in Section 28.1-32(e) and such additional subjects as the Commissioner may prescribe for all applicants for public chauffeur licenses. The Commissioner may contract with the City Colleges or, with the approval of the Mayor, with any State approved vocational or technical school to provide the required chauffeur training course of study. *No such course may be offered unless the curriculum for the course has been certified by the Commissioner as being in compliance with this chapter. The certification shall be made annually and may be revoked at any time.* The Commissioner shall approve the tuition to be charged for such course.

28.1-4. *The Commissioner may revoke or suspend the license of and/or impose a fine not exceeding \$500 upon any licensee who violates any traffic law or any of the provisions of this chapter or Chapter 28 or rules or regulations adopted pursuant to this chapter or Chapter 28, and may revoke the license of any person who ceases to be qualified for a license under this chapter. The Commissioner shall promulgate rules and regulations regarding the lengths of suspension and the amounts of fines to be imposed for specific violations. Before any revocation, suspension or fine is imposed, the licensee shall be notified by mail of the specific charges against him and of his right to a hearing. The licensee may request such a hearing by making a written demand for the hearing not more than 10 days after the notification of charges was mailed. Any person who makes a timely request for a hearing shall be notified of the time, date and place of the hearing not less than 5 days prior to the date of the hearing. The hearing shall be conducted by the Commissioner or his designee in accordance with rules and regulations promulgated by the Commissioner. If, after the hearing, or if no timely request is made for a hearing, the Commissioner determines that a violation has occurred, the Commissioner shall enter an order revoking or suspending the license and/or imposing a fine pursuant to the rules and regulations promulgated by the Commissioner. An order imposing a revocation, suspension or fine may be appealed by the licensee to the Mayor's License Commission.*

SECTION 3. This ordinance shall take effect 30 days after its passage and publication.

ESTABLISHMENT OF TAXICAB STAND NUMBER 594
ON PORTION OF WEST CERMAK ROAD.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Local Transportation, deferred and published in the Journal of the Proceedings of January 19, 1990, pages 10574 and 10575, recommending that the City Council pass a proposed ordinance authorizing the establishment of Taxicab Stand Number 594 on a portion of West Cermak Road.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated, at the following location:

Stand No. 594

On West Cermak Road, along the south curb, from a point 100 feet west of the west building line of South Wentworth Avenue, to a point 60 feet west thereof, 3 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred Dollars for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

ESTABLISHMENT OF TAXICAB STAND NUMBER 595
ON PORTION OF WEST HARRISON STREET.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Local Transportation, deferred and published in the Journal of the Proceedings of January 19, 1990, pages 10576 and 10577, recommending that the City Council pass a proposed substitute ordinance authorizing the establishment of Taxicab Stand Number 595 on a portion of West Harrison Street.

On motion of Alderman Huels, the said proposed substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated, at the following location:

Stand No. 595

On West Harrison Street, along the north curb, from a point 30 feet east of the east property line of South Jefferson Street, to a point 180 feet east thereof, 8 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred Dollars for each offense."

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

AMENDMENT OF ORDINANCE WHICH ESTABLISHED TAXICAB
STAND NUMBER 417 ON PORTION OF NORTH
CLINTON STREET.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Local Transportation, deferred and published in the Journal of the Proceedings of January 19, 1990, pages 10577 through 10579, recommending that the City Council pass a proposed ordinance amending a previously passed ordinance which established Taxicab Stand Number 417 on a portion of North Clinton Street.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That an ordinance passed by the City Council on March 30, 1988 pages 11484 -- 11485 of the Journal of the Proceedings establishing the following taxicab stand:

Stand No. 417

On North Clinton Street, along the east curb, from a point 20 feet north of the north building line of West Madison Street, to a point 280 feet north thereof, 14 vehicles,

be and the same is hereby amended by striking out therefrom the following language:

"from a point 20 feet north of the north building line of West Madison Street, to a point 280 feet north thereof, 14 vehicles"

and inserting in lieu thereof the following language:

"from a point 30 feet north of the north building line of West Madison Street, to a point 60 feet north thereof, 3 vehicles".

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

REPEAL OF ORDINANCE WHICH ESTABLISHED TAXICAB
STAND NUMBER 477 ON PORTION OF NORTH
WINCHESTER AVENUE.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Local Transportation, deferred and published in the Journal of the Proceedings of January 19, 1990, pages 10579 and 10580, recommending that the City Council pass a proposed ordinance repealing a previously passed ordinance which established Taxicab Stand Number 477 on a portion of North Winchester Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That an ordinance passed by the City Council November 28, 1977, page 6388 of the Journal of Proceedings establishing the following taxicab stand:

Stand No. 477

On North Winchester Avenue, along the east curb, from a point 30 feet south of West Ogden Avenue, to a point 80 feet south thereof, 4 vehicles,

be and the same is hereby repealed, and said taxicab stand is hereby abolished.

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

APPOINTMENT OF MR. JOSEPH J. SPINGOLA AS CHAIRMAN
OF ZONING BOARD OF APPEALS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of December 20, 1989, page 10339, recommending that the City Council approve the appointment of Mr. Joseph J. Spingola as chairman of the Zoning Board of Appeals.

Alderman Bloom moved to re-refer the said proposed appointment to the Committee on Zoning.

Alderman Gutierrez moved to *Lay on the Table* the motion to re-refer. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Bialczak, Gabinski, Mell, Austin, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith -- 32.

Nays -- Aldermen Tillman, Bloom, Steele, Davis -- 4.

Thereupon, on motion of Alderman Banks, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Joseph J. Spingola as chairman of the Zoning Board of Appeals was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Tillman, T. Evans, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Orr -- 40.

Nays -- Alderman Bloom -- 1.

MISCELLANEOUS BUSINESS.

***Rules Suspended* -- SERIES OF CORRECTIONS AND REVISIONS
TO 1990 ANNUAL APPROPRIATION ORDINANCE, AS
AMENDED, NECESSARY FOR COMMISSION
ON HUMAN RELATIONS.**

At this point in the proceedings, Alderman Austin moved to *Suspend the Rules Temporarily* to go out of the regular order of business for the purpose of returning to the report of the Committee on the Budget and Government Operations. The motion *Prevailed* by a viva voce vote.

Alderman Austin then moved to *Reconsider* the previously passed ordinance amending the 1990 Annual Appropriation Ordinance, as amended, which would authorize a series of corrections and revisions necessary for the Commission on Human Relations. The motion *Prevailed*.

Thereupon, on motion of Aldermen Austin, Burke and Soliz, the said ordinance printed on pages 11128 through 11140 of this Journal was *Deferred* and ordered published.

[Ordinance amending 1990 Annual Appropriation Ordinance, as amended, authorizing a series of corrections and revisions necessary for the Commission on Human Relations printed on pages 11128 through 11140 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:

Forty students from Simon Guggenheim Elementary School, accompanied by their teacher Ms. Debbie Bakos;

Thirty-five students from Walter Newberry Elementary School, accompanied by their teacher Ms. Diane Lewis;

Seventy-five students from Roswell B. Mason Elementary School, accompanied by their teachers Ms. Hall, Ms. Ruth B. Life, Mr. Joe L. Johnson, Mrs. Willie M. Bowling and Mrs. Diane Huston; and

Six students from Trinity Christian College, Palos Heights, Illinois, accompanied by their teacher Ms. Anna Lee Ward.

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 seventh (7th) day of February, 1990, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the twenty-eighth (28th) day of February, 1990, 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, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr -- 47.

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, February 28, 1990, at 10:00 A.M., in the Council Chamber in City Hall.

A handwritten signature in cursive script that reads "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,
City Clerk.

